

PURCHASE ORDER AND RIDER (3-20-2020)

CITY OF SANTA ROSA
PURCHASE ORDER
TERMS AND CONDITIONS

1. ORDER ACKNOWLEDGEMENT: Seller's (or Contractor in the event services are being provided) commencement of work or delivery shall be deemed acceptance of the terms and conditions of the Purchase Order ("Order"). The Seller shall furnish the City of Santa Rosa ("City") Purchasing Agent, within ten days of the Order date, written Order acceptance. The Order, and these "Terms and Conditions," together with any attachments, constitutes the entire agreement between the parties. Any terms proposed in Seller's acceptance of City's Order which add to, vary from or conflict with the terms herein are null and void. No waiver, modification or addition to the terms of this Order shall be valid unless in writing and made in accordance with Section 2, CHANGE ORDER below.
2. CHANGE ORDER: The City may at any time prior to the delivery date specified herein, issue a written change order for the modification of the Order. Such modification(s) shall be the result of negotiation and agreement between both parties. No change in this Order shall be made unless the City gives its prior written approval. Seller shall be liable for all direct and consequential damages resulting from any unauthorized changes to the Order.
3. ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign or subcontract the Order, or any part thereof, without the previous written consent of City, nor shall Seller assign, by power of attorney or otherwise, any of the money payable under this Order unless the prior written consent of the City has been obtained. No right under this Order, nor any claim for money due, or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so called assignment of this Order or any part thereof, or to become due under this Order. The instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or goods supplied.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by subcontractor, the subcontract shall be immediately terminated by Seller upon notice from the City. Seller shall be fully responsible and accountable to the City for the acts and omissions of any subcontractors, and of persons directly or indirectly employed by the subcontractor, as it is for the acts and omissions of persons directly employed by Seller. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.
4. DELIVERY: All ordered goods shall be delivered F.O.B. destination, delivery charges prepaid, unless otherwise shown on the front of the Order. The goods shall be delivered to the location below unless otherwise shown on the front of the Order.

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CITY OF SANTA ROSA
MUNICIPAL SERVICE CENTER WAREHOUSE
55 STONY-POINT ROAD
SANTA ROSA, CA 95401

Delivery will be made on or before the date indicated on the front of the Order. Seller shall be liable for damages resulting from Seller's failure to deliver by the delivery date or in conformance with this Order. Goods or the tender of delivery that fail in any respect to conform to the Order will not be accepted unless the City gives its written acceptance.

5. INSPECTION: The City reserves the right before payment or acceptance to inspect all goods and workmanship, and shall have the right to reject all goods and workmanship that do not conform to the Order, provided; however, the City is under no duty to make such inspection. The City reserves the right to extend the date of acceptance of goods or workmanship in the event it determines that the nonconforming goods or workmanship can be seasonably cured.
6. TITLE: Title to goods shall pass to the City at the F.O.B. point designated under Section 4 DELIVERY, subject to the City's right to reject the goods.
7. ACCEPTANCE AND PAYMENT: Acceptance shall be made when the City determines the goods or services conform to the Order, or when City notifies Seller that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Order, payment terms are net 30 days. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Seller's invoice. Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an original and one copy of an invoice acceptable to the City. Invoices for goods or services provided in June or for any goods or services not previously invoiced shall be submitted to City no later than July 10 to facilitate City fiscal year end closing. The City reserves the right to withhold up to ten (10%) percent of the Order price in the event it conditionally accepts nonconforming goods or services. In connection with any cash discount specified in the Order, time will be computed from the date of the complete acceptance of the goods or services, or from the date correct invoices are received at the location specified on the Order, whichever date is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.
8. MATERIALS: Unless otherwise specified in the Order, materials used shall be of new and recent manufacture and of best quality.

PURCHASE ORDER AND RIDER (3-20-2020)

9. **WARRANTY:** Seller warrants that all goods and services provided to City are free from defects. At no cost to the City, Seller shall furnish and install all parts and pay any costs to repair goods or materials damaged by defective workmanship during Seller's and Manufacturer's warranty periods.
10. **TERMINATION OF CONTRACT TO PURCHASE:** If at any time: 1) Seller fails to conform to the requirements of the Order or breaches any of these Terms and Conditions; 2) Seller seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Seller which may interfere with Seller's performance hereunder; or 4) Seller has failed to supply an adequate working force, or material of proper quality, or has failed to deliver goods or in any other respect to prosecute the work with the diligence and force specified and intended herein, notice thereof may be served in writing upon Seller, and should Seller reject or refuse to provide the means for the satisfactory conformance with the Order as directed by the Purchasing Agent within the time specified in such notice, the City in any such case shall have the right and power at its option and without prejudice to any other right it may have, to terminate the Order.
11. **TERMINATION FOR CONVENIENCE:** The Order may be terminated by the City by giving ten (10) days notice to Seller in writing of its intent to terminate the Order. Upon such termination, Seller shall submit to the City an itemized statement of services performed or goods delivered as of the termination date. City shall not in any manner be liable for lost profits that might have been made by Seller had the Order not been terminated or had Seller completed the services required by the Order.
12. **LEGALITY:** If any provision of the Order is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
13. **CALIFORNIA LAW; VENUE:** The Order shall be governed according to the laws of the State of California. The adjudication of any disputes related to the Order shall occur exclusively and solely in Sonoma County.
14. **COMPLIANCE WITH LAWS AND REGULATIONS:** Seller represents and warrants that Seller has all licenses, permits, a City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Seller to provide goods and/or services under the Order. Seller shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) California Occupational Safety and Health Administration (Cal/OSHA) regulations; and (iv) the Immigration Reform and Control Act of 1986. Seller shall, if requested by City, provide certification and evidence of compliance. If Seller is an out-of-state corporation, Seller warrants and represents that it possesses a valid certificate of qualification to transact

PURCHASE ORDER AND RIDER (3-20-2020)

business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

15. PATENTS AND ROYALTIES: All costs, fees, royalties and claims for any patented invention, article, process or method that may be used upon or in any manner connected with the supply of goods herein shall be paid by Seller. Should Seller, its agents or employees or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the terms herein, Seller shall promptly substitute other articles, materials or appliances in lieu thereof of equal finish, efficiency, quality, suitability and market value and satisfactory in all respects to City. In the event that City elects, in lieu of such substitution, to have supplied and to retain and use any inventions, articles, materials, or plans as may be required to be supplied, Seller shall pay such royalties and secure such valid licenses as may be requisite for City, its officers, agents and employees, or any of them to use such invention, article, materials or appliances without being disturbed or in any way interfered with by any proceeding at law or equity on account thereof. Should Seller neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then City shall have the right to make such substitution or City may pay such royalties and secure such licenses and charge the Seller even though final payment under the contract may have been made.
16. INDEMNIFY AND HOLD HARMLESS AGREEMENT: Seller shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same arises out of the performance of this Order by Seller, its officers, employees, agents, or subcontractors, excepting only that resulting from the sole active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Seller or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts. Seller shall be liable to City for any loss of or damage to City property arising from Seller's negligence or willful misconduct.
17. RETENTION OF RECORDS: Seller shall be required to retain any records necessary to document the charges for goods provided and services performed and make such records available to City for inspection at the City's request for a period of four years.
18. PERFORMANCE OF SERVICES: With respect to the performance of services under this Order, Seller shall perform all services in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Seller's trade or profession. Seller hereby warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood

PURCHASE ORDER AND RIDER (3-20-2020)

that acceptance of Seller's work by City shall not operate as a waiver or release. Seller shall assign only competent personnel to perform services hereunder. In the event that at any time the City, in its sole discretion, desires the removal of any person or persons assigned to perform services hereunder, Seller shall remove such person or persons immediately upon written notice from City. Seller shall perform the services described on the Order within the time or dates set forth therein.

19. INSURANCE REQUIREMENTS: Seller shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated and made part of the Order by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Order and a material part of the consideration provided by Seller in exchange for City's agreement to make the payments prescribed hereunder. Failure by Seller to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of the Order by Seller, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to the immediate termination of the Order. Notwithstanding the foregoing, any failure by Seller to maintain required insurance coverage shall not excuse or alleviate Seller from any of its other duties or obligations under the Order. In the event Seller, with approval of City pursuant to Section 3 above, retains or utilizes any subcontractors or sub-consultants in the provision of any goods or services to City under the Order, Seller shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.
20. INDEPENDENT CONTRACTOR: The parties intend that Seller, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Seller is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.
21. BUSINESS TAXES: Seller shall pay to City, when due, all business taxes payable by Seller under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Seller.
22. NON-DISCRIMINATION: With respect to the provision of goods or services under the Order, Seller agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

PURCHASE ORDER AND RIDER (3-20-2020)

Rider ("Rider") to City of Santa Rosa Purchase Order Terms and Conditions ("Order") between the City of Santa Rosa ("City") and 3421 Cleveland Owner LLC dated March 20, 2020 ("Seller") (Order and Rider to Order, collectively, the "Agreement")

1. Conflicts. In the event of any conflict between any of the provisions of this Rider and any of the provisions of the Order, the provisions of this Rider shall control.
2. Supplementing Section 2 of the Order, for the avoidance of doubt, the Seller's written approval shall be required for changes to the Agreement.
3. Supplementing Section 3 of the Order, the City shall not assign or subcontract the Order, or any part thereof, without the previous written consent of Seller, nor shall the City assign, by power of attorney or otherwise, any of the money payable under this Order unless the prior written consent of the Seller has been obtained. The City shall deliver Seller written notice of any failure to perform and provide a ten (10) day cure period to Seller. If such violation cannot be cured in such ten (10) day period, Seller shall have the amount of time reasonable to cure.
4. Supplementing Sections 5, 7, 8 and 9 of the Order, City shall accept possession of the rooms and access thereto "AS IS" on the date the term of this Agreement shall commence and Seller shall have no obligation to furnish, render or supply any work, labor, services, equipment, materials, decorations, furniture or fixtures to make the demised premises ready or suitable for Seller's use or occupancy. For purposes of sections 5, 7, 8, and 9 of the Order, any inspections of the rooms or the hotel premises shall occur prior to commencement of this Agreement. This provision does not in any way limit City's authority to otherwise access and inspect rooms or premises during the term of the Agreement. All fees and charges shall be due and payable prior to possession.
5. Sections 6 and 11 of the Order are hereby omitted.
6. Supplementing Section 10 of the Order, Except for matters that present a health, safety or habitability threat, the Parties shall have ten (10) days to cure any such notice of violation or non-conformance therein and if such violation or non-conformance cannot be cured in such ten (10) day period, the Parties shall have the amount of time reasonable to cure. Seller shall have the same right as the City herein to terminate should the City fail to cure and breach the terms of this Agreement.


PURCHASE ORDER AND RIDER (3-20-2020)

7. Supplementing ~~Section 16~~ of the Order, the City shall indemnify and hold harmless the Seller, its officials, employees and agents, members, officers from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs and expert witness fees) where the same arises out of the performance of this Order by City, its officers, employees, contractors, subcontractors, agents or intended occupants, excepting only that resulting from the active negligence or intentional misconduct of the Seller, its employees, officials or agents. The liability of both the City and the Seller and their respective additional indemnitees shall be contributory and not limited to being the sole cause.
8. The city agrees that it shall be responsible for the removal of all occupants by April 7, 2020 and the rooms shall be returned in the same order and condition as on the commencement date within a reasonable period of time. Seller shall make any repairs and replacements necessary to return rooms to its previous condition. Actual and reasonable expenditures for repairs or replacement are at City's cost, with such funds drawn from the City's retainer. However, if damages exceed the retainer the City agrees to reimburse Seller for actual and reasonable costs that exceed the retainer upon completion of repairs and receipt of cost of repairs; provided, however, that prior to drawing on the City's retainer and any supplemental reimbursement of costs, Seller agrees to provide an accounting of such costs to City in a manner acceptable to City.
9. The City and Seller guarantee to herby represent and warrant they have the full authority to executive and fulfill the obligations in this Rider

Signature

Title

Date


Purchasing Agent

03.21.2020

3421 Cleveland Owner LLC
3421 Cleveland Avenue
Santa Rosa, CA 95403

April 6, 2020

City of Santa Rosa
Finance Department
Attention: Brandalyn Tramel
635 First Street, 2nd Floor
Santa Rosa, CA 95404

Re: Amendment to Purchase Order Terms and Conditions ("Agreement") between the City of Santa Rosa ("City") and 3421 Cleveland Owner LLC dated March 20, 2020 ("Seller")

This letter agreement (this "Letter Agreement") is entered into as of the date hereof to amend the Agreement (attached hereto in its entirety on Exhibit A) entered into by City and Seller,

1. City and Seller agree and acknowledge that the attached Exhibit A includes all sections, terms, covenants, and conditions contained in the Agreement, except as expressly modified by this Letter Agreement.
2. City and Seller desire to extend the departure date designated in the Agreement for 45 rooms as April 7, 2020 to April 30, 2020. The additional days shall be subject to the same rate, fees and conditions as specified in the Agreement and as such rates are further detailed in the attached Exhibit B. The total amount set forth in Exhibit B shall be paid in full on or prior to April 7, 2020. Seller shall retain its rights to use, apply or retain the whole or any part of the retainer described in the Agreement, and the date by which claims may be filed with the City shall be extended to May 5, 2020.
3. Upon the expiration or earlier termination of the Agreement as amended by this Letter Agreement, the City shall remove or cause to be removed from the hotel premises all persons the City has allowed or designated to occupy the hotel guest rooms. In the event that, prior to the expiration or termination of this Agreement, the Seller requires removal of any occupant(s) for conduct causing risk to the health, safety or well-being of other occupants of the hotel premises, the City shall remove or cause the removal from the hotel premises of that individual or those individuals causing the risk. For the avoidance of doubt, any breach of this obligation shall be subject to the cure provisions set forth in the Agreement, including in Section 6 of the Rider, and to the City's obligation to indemnify Seller in the Agreement. For purposes of the removal obligations set forth in this Paragraph 3 only, City's

Letter Agreement No 1 (4-6-2020)

obligation to indemnify Seller shall not be limited to available insurance proceeds. All other indemnification obligations set forth elsewhere in the Agreement or the Rider shall remain unchanged.

4. City's obligations to provide security shall be limited to the hours of 7pm to 7am daily, provided, however, if in the Seller's reasonable discretion there is a need for security hours to be increased again, the City shall provide the necessary security. City also agrees and acknowledges that the City and not the Seller shall be the designated point of contact for the occupants under the Agreement, and the City shall be responsible for the continued enforcement of the terms and conditions of the Agreement, as amended by this Letter Agreement, as they apply to the occupants.

This Letter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. All of the sections, terms, covenants, and conditions contained in the Agreement, except as expressly modified by this Letter Agreement, shall remain unmodified and of full force and effect and are hereby ratified and affirmed by City and Seller. In the event of any conflict between the terms of this Letter Agreement and the Agreement, this Letter Agreement shall control. This Letter Agreement shall be governed and construed in accordance with the laws of the State of California. This Letter Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission or by e-mail in a portable document format (*pdf*). All counterparts shall be deemed an original of this Letter Agreement.

(Signature Page Follows)

Letter Agreement No 1 (4-6-2020)

Please acknowledge your agreement to the terms of this Letter Agreement by countersigning this Letter Agreement and returning it at your earliest convenience.

CITY:

CITY OF SANTA ROSA

By:

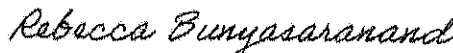


Name: Brandilyn Tramel
Title: Purchasing Agent

SELLER:

3421 Cleveland Owner LLC,
A California limited liability company

By:



Name: Rebecca Bunyasanand
Title: Authorized Signatory

**CITY OF SANTA ROSA
PURCHASE ORDER
TERMS AND CONDITIONS**

1. ORDER ACKNOWLEDGEMENT: Seller's (or Contractor in the event services are being provided) commencement of work or delivery shall be deemed acceptance of the terms and conditions of the Purchase Order ("Order"). The Seller shall furnish the City of Santa Rosa ("City") Purchasing Agent, within ten days of the Order date, written Order acceptance. The Order, and these "Terms and Conditions," together with any attachments, constitutes the entire agreement between the parties. Any terms proposed in Seller's acceptance of City's Order which add to, vary from or conflict with the terms herein are null and void. No waiver, modification or addition to the terms of this Order shall be valid unless in writing and made in accordance with Section 2, CHANGE ORDER below.
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CITY OF SANTA ROSA
MUNICIPAL SERVICE CENTER WAREHOUSE
55 STONY-POINT ROAD
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Letter Agreement No 1 (4-6-2020)

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Letter Agreement No 1 (4-6-2020)

that acceptance of Seller's work by City shall not operate as a waiver or release. Seller shall assign only competent personnel to perform services hereunder. In the event that at any time the City, in its sole discretion, desires the removal of any person or persons assigned to perform services hereunder, Seller shall remove such person or persons immediately upon written notice from City. Seller shall perform the services described on the Order within the time or dates set forth therein.

19. INSURANCE REQUIREMENTS: Seller shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated and made part of the Order by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Order and a material part of the consideration provided by Seller in exchange for City's agreement to make the payments prescribed hereunder. Failure by Seller to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of the Order by Seller, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to the immediate termination of the Order. Notwithstanding the foregoing, any failure by Seller to maintain required insurance coverage shall not excuse or alleviate Seller from any of its other duties or obligations under the Order. In the event Seller, with approval of City pursuant to Section 3 above, retains or utilizes any subcontractors or sub-consultants in the provision of any goods or services to City under the Order, Seller shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.
20. INDEPENDENT CONTRACTOR: The parties intend that Seller, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Seller is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.
21. BUSINESS TAXES: Seller shall pay to City, when due, all business taxes payable by Seller under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Seller.
22. NON-DISCRIMINATION: With respect to the provision of goods or services under the Order, Seller agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

Rider ("Rider") to City of Santa Rosa Purchase Order Terms and Conditions ("Order") between the City of Santa Rosa ("City") and 3421 Cleveland Owner LLC dated March 20, 2020 ("Seller") (Order and Rider to Order, collectively, the "Agreement")


1. Conflicts. In the event of any conflict between any of the provisions of this Rider and any of the provisions of the Order, the provisions of this Rider shall control.
2. Supplementing Section 2 of the Order, for the avoidance of doubt, the Seller's written approval shall be required for changes to the Agreement.
3. Supplementing Section 3 of the Order, the City shall not assign or subcontract the Order, or any part thereof, without the previous written consent of Seller, nor shall the City assign, by power of attorney or otherwise, any of the money payable under this Order unless the prior written consent of the Seller has been obtained. The City shall deliver Seller written notice of any failure to perform and provide a ten (10) day cure period to Seller. If such violation cannot be cured in such ten (10) day period, Seller shall have the amount of time reasonable to cure.
4. Supplementing Sections 5, 7, 8 and 9 of the Order, City shall accept possession of the rooms and access thereto "AS IS" on the date the term of this Agreement shall commence and Seller shall have no obligation to furnish, render or supply any work, labor, services, equipment, materials, decorations, furniture or fixtures to make the demised premises ready or suitable for Seller's use or occupancy. For purposes of sections 5, 7, 8, and 9 of the Order, any inspections of the rooms or the hotel premises shall occur prior to commencement of this Agreement. This provision does not in any way limit City's authority to otherwise access and inspect rooms or premises during the term of the Agreement. All fees and charges shall be due and payable prior to possession.
5. Sections 6 and 11 of the Order are hereby omitted.
6. Supplementing Section 10 of the Order, Except for matters that present a health, safety or habitability threat, the Parties shall have ten (10) days to cure any such notice of violation or non-conformance therein and if such violation or non-conformance cannot be cured in such ten (10) day period, the Parties shall have the amount of time reasonable to cure. Seller shall have the same right as the City herein to terminate should the City fail to cure and breach the terms of this Agreement.

7. Supplementing ~~Section 16~~ of the Order, the City shall indemnify and hold harmless the Seller, its officials, employees and agents, members, officers from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs and expert witness fees) where the same arises out of the performance of this Order by City, its officers, employees, contractors, subcontractors, agents or intended occupants, excepting only that resulting from the active negligence or intentional misconduct of the Seller, its employees, officials or agents. The liability of both the City and the Seller and their respective additional indemnitees shall be contributory and not limited to being the sole cause.
8. The city agrees that it shall be responsible for the removal of all occupants by April 7, 2020 and the rooms shall be returned in the same order and condition as on the commencement date within a reasonable period of time. Seller shall make any repairs and replacements necessary to return rooms to its previous condition. Actual and reasonable expenditures for repairs or replacement are at City's cost, with such funds drawn from the City's retainer. However, if damages exceed the retainer the City agrees to reimburse Seller for actual and reasonable costs that exceed the retainer upon completion of repairs and receipt of cost of repairs; provided, however, that prior to drawing on the City's retainer and any supplemental reimbursement of costs, Seller agrees to provide an accounting of such costs to City in a manner acceptable to City.
9. The City and Seller guarantee to herby represent and warrant they have the full authority to executive and fulfill the obligations in this Rider

Signature

Title

Date


Purchasing Agent
03.21.2020

3421 Cleveland Owner LLC
3421 Cleveland Avenue
Santa Rosa, CA 95403

April 16, 2020

City of Santa Rosa
Finance Department
Attention: Brandalyn Tramel
635 First Street, 2nd Floor
Santa Rosa, CA 95404

Re: Amendment to Purchase Order Terms and Conditions between the City of Santa Rosa ("City") and 3421 Cleveland Owner LLC dated March 20, 2020 ("Seller")

This letter agreement (this "Letter Agreement") is entered into as of the date hereof to amend the Purchase Order Terms and Conditions dated March 20, 2020 as amended by that certain Letter Agreement dated April 6, 2020 entered into by City and Seller (collectively, the "Agreement").

City and Seller desire to add twenty-six (26) rooms to the Agreement for the period of April 16 through May 1, 2020. The additional rooms shall be subject to the same rate, fees and conditions as specified in the Agreement and as such rates are further detailed in the attached Exhibit A. The total amount set forth in Exhibit A shall be paid in full on or prior to April 23, 2020. Seller shall retain its rights to use, apply or retain the whole or any part of the retainer described in the Agreement, and the date by which claims may be filed with the City shall be extended to five (5) days past the day the last room is vacated.

This Letter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. All of the sections, terms, covenants, and conditions contained in the Agreement, except as expressly modified by this Letter Agreement, shall remain unmodified and of full force and effect and are hereby ratified and affirmed by City and Seller. In the event of any conflict between the terms of this Letter Agreement and the Agreement, this Letter Agreement shall control. This Letter Agreement shall be governed and construed in accordance with the laws of the State of California. This Letter Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission or by e-mail in a portable document format (*pdf*). All counterparts shall be deemed an original of this Letter Agreement.

(Signature Page Follows)

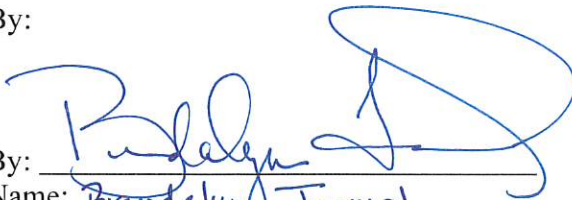
Letter Agreement No 2 (4-16-2020)

Please acknowledge your agreement to the terms of this Letter Agreement by countersigning this Letter Agreement and returning it at your earliest convenience.

CITY:

CITY OF SANTA ROSA

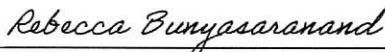
By:

By: 
Name: Brandalyn Tramel
Title: Purchasing Agent

SELLER:

3421 Cleveland Owner LLC,
A California limited liability company

By:

By: 
Name: Rebecca Bunyasanand
Title: Authorized Signatory

Letter Agreement No 3 (4-28-2020)

3421 Cleveland Owner LLC
3421 Cleveland Avenue
Santa Rosa, CA 95403

April 28, 2020

City of Santa Rosa
Finance Department
Attention: Brandalyn Tramel
635 First Street, 2nd Floor
Santa Rosa, CA 95404

Re: Third Amendment to Purchase Order Terms and Conditions between the City of Santa Rosa ("City") and 3421 Cleveland Owner LLC dated March 20, 2020 ("Seller")

This third letter agreement (this "Letter Agreement No. 3") is entered into as of the date hereof to amend the Purchase Order Terms and Conditions dated March 20, 2020 and associated Rider (collectively, the "Purchase Order"), as amended by the first Letter Agreement dated April 6, 2020 ("Letter Agreement No. 1") and the second Letter Agreement dated April 16, 2020 ("Letter Agreement No. 2"), entered into by City and Seller. The Purchase Order, Letter Agreement No. 1, Letter Agreement No. 2 and this Letter Agreement No. 3 are collectively referred to as the "Agreement".

City and Seller desire to extend the departure date of April 30, 2020 for the original forty-five (45) rooms agreed to in Letter Agreement No. 1 and the departure date of May 1, 2020 of the additional twenty-six (26) rooms subsequently added to the Agreement in Letter Agreement No. 2, such that the departure date for all seventy-one (71) rooms under the Agreement is coterminous and shall occur on May 8, 2020 ("Original Term"). The additional nights shall be subject to the same rate, fees and conditions as specified in the Agreement and as such rates are further detailed in the attached Exhibit A. The total amount set forth in Exhibit A shall be paid in full on or prior to May 7, 2020. Seller shall retain its rights to use, apply or retain the whole or any part of the retainer described in the Agreement. The date by which claims may be filed with the City shall be extended for five (5) calendar days past the expiration or early termination of the Renewal Term (defined below), if any.

City is granted four (4) options (each, a "Renewal Option") to extend the departure date for all, or a portion of the seventy-one (71) rooms for four (4) additional periods of one (1) week (each, a "Renewal Term"). The first Renewal Term shall commence immediately following the expiration of the Original Term and each subsequent Renewal Term shall commence immediately following the preceding Renewal Term. Each Renewal Option will be automatically exercised on the date and time that is 72 hours prior to the expiration of the Original Term or Renewal Term as extended herein or any Renewal Term, as applicable (the "Automatic Renewal Time"), unless City provides written notice (email shall suffice) of City's non-renewal to Seller prior to the Automatic Renewal Time. All provisions in the Agreement, as

Letter Agreement No 3 (4-28-2020)

modified by this Letter Agreement No. 3, shall be deemed to apply during each Renewal Term, if the applicable Renewal Option is exercised. Payment for any Renewal Term shall be paid prior to the commencement of any subsequent Renewal Term.

This Letter Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. All of the sections, terms, covenants, and conditions contained in the Agreement, except as expressly modified by this Letter Agreement No. 3, shall remain unmodified and of full force and effect and are hereby ratified and affirmed by City and Seller. In the event of any conflict between the terms of this Letter Agreement No. 3 and the Agreement, this Letter Agreement No. 3 shall control. This Letter Agreement No. 3 shall be governed and construed in accordance with the laws of the State of California. This Letter Agreement No. 3 may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission or by e-mail in a portable document format (*pdf*). All counterparts shall be deemed an original of this Letter Agreement No. 3.

(Signature Page Follows)

Letter Agreement No 3 (4-28-2020)

Please acknowledge your agreement to the terms of this Letter Agreement No. 3 by countersigning this Letter Agreement No. 3 and returning it at your earliest convenience.

CITY:

CITY OF SANTA ROSA

By:



By: Sean McGlynn (May 4, 2020)

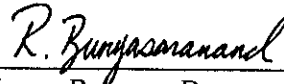
Name: Sean McGlynn

Title: City Manager

SELLER:

3421 Cleveland Owner LLC,
A California limited liability company

By:



Name: Rebecca Bunyasanand

Title: Authorized Signatory

APPROVED AS TO FORM


Jessica Mullan (May 4, 2020)

Office of the City Attorney

3rd_Letter_Agreement

Final Audit Report

2020-05-04

Created:	2020-05-01
By:	Brandalyn Tramel (btramel@srcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUci9P2JaWgXlegfbZOLhjjIDBlha_Ut5

"3rd_Letter_Agreement" History

-  Document digitally presigned by Hellosign Platform
2020-05-01 - 8:26:55 PM GMT- IP address: 12.249.238.210
-  Document created by Brandalyn Tramel (btramel@srcity.org)
2020-05-01 - 9:18:24 PM GMT- IP address: 12.249.238.210
-  Document emailed to Jessica Mullan (JMullan@srcity.org) for signature
2020-05-01 - 9:22:02 PM GMT
-  Email viewed by Jessica Mullan (JMullan@srcity.org)
2020-05-01 - 9:22:59 PM GMT- IP address: 69.181.112.29
-  Document e-signed by Jessica Mullan (JMullan@srcity.org)
Signature Date: 2020-05-04 - 7:19:21 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Document emailed to Sean McGlynn (smcglynn@srcity.org) for signature
2020-05-04 - 7:19:23 PM GMT
-  Email viewed by Sean McGlynn (smcglynn@srcity.org)
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-  Document e-signed by Sean McGlynn (smcglynn@srcity.org)
Signature Date: 2020-05-04 - 7:23:28 PM GMT - Time Source: server- IP address: 12.249.238.210
-  Signed document emailed to Sean McGlynn (smcglynn@srcity.org), Brandalyn Tramel (btramel@srcity.org) and Jessica Mullan (JMullan@srcity.org)
2020-05-04 - 7:23:28 PM GMT

LETTER AGREEMENT NUMBER 4 (10.20.2020)

**3421 Cleveland Owner LLC
3421 Cleveland Avenue
Santa Rosa, CA 95403**

October 19, 2020

City of Santa Rosa
Housing and Community Services Department
Attention: David Gouin, Director of Housing and Community Services
635 First Street, 2nd Floor
Santa Rosa, CA 95404

Re: Fourth Amendment to Purchase Order Terms and Conditions between the City of Santa Rosa (“City”) and 3421 Cleveland Owner LLC (“Seller”)

This Fourth Amendment (“Letter Agreement No. 4”) is entered into as of the October 19, 2020 (“Effective Date”) to amend the Purchase Order Terms and Conditions dated March 20, 2020 and associated Rider (collectively, the “Purchase Order”), as amended by the first Letter Agreement dated April 6, 2020 (“Letter Agreement No. 1”), the second Letter Agreement dated April 16, 2020 (“Letter Agreement No. 2”) and the third Letter Agreement dated April 28, 2020 (“Letter Agreement No. 3”), entered into by City and Seller. The Purchase Order, Letter Agreement No. 1, Letter Agreement No. 2, Letter Agreement No. 3 and this Letter Agreement No. 4 are collectively referred to as the “Agreement”. City and Seller may be collectively referred to as “Parties” in this Letter Agreement No. 4.

- A. City and Seller now desire to increase the number of reserved rooms and to extend the time period of the Agreement through October 28, 2020; and
- B. City and Seller also desire to memorialize the Parties’ understanding concerning rates and other terms and conditions applicable through October 28, 2020 for all reserved rooms relating back to expiration of the last Renewal Term of Letter Agreement No. 3; and
- C. On April 30, 2020, City informed Seller and Seller agreed that the Federal Provisions attached as Exhibit B to this Letter Agreement No. 4 applied to and were part of the Agreement, relating back to March 20, 2020 when Seller began providing rooms to City to house vulnerable, unsheltered individuals to protect public health and safety and to control the spread of COVID-19 in response to the emergency and exigent circumstances posed by the COVID-19 pandemic.

City and Seller hereby agree to the following revisions and memorialization of terms and conditions to the Agreement:

1. Twenty (20) rooms shall be added to the Agreement for the period of October 19, 2020 through October 28, 2020, bringing the total number of rooms reserved by the City to ninety-one (91) rooms.

2. The departure date of May 1, 2020, as set forth and further extended in accordance with the terms of Letter Agreement No. 3 shall be further extended through October 28, 2020 for: (a) the original forty-five (45) rooms agreed to in Letter Agreement No. 1 and (b) the additional twenty-six (26) rooms subsequently added to the Agreement in Letter Agreement No. 2. The Parties expressly intend that this provision relate back to expiration of the last Renewal Term of Letter Agreement No. 3.
3. The departure date for all ninety-one (91) rooms under the Agreement (collectively, the “Rooms”) is coterminous and shall occur on October 28, 2020 (the “Departure Date”).
4. All provisions in the Agreement apply to the Rooms through the Departure Date.
5. As set forth in Exhibit A, the rate for the Rooms is \$129/night from the Effective Date (October 19, 2020) through the Departure Date (October 28, 2020). The additional twenty (20) rooms are also subject to a one-time non-refundable cleaning fee of \$500/room for a total not-to-exceed amount of \$10,000 for such one-time costs in addition to the nightly rate for Rooms. City further agrees to set aside and hold a lump sum of \$1,000/room for a total amount of \$91,000 as a damage retainer for the Rooms (91 total), which is subject to section 8 of the Rider.
6. All Rooms shall be subject to the same rate, fees and conditions as specified in the Agreement and as such rates are further detailed in the attached Exhibit A.
7. The total not-to-exceed amount of \$10,000 for the one-time cleaning fee for the additional twenty (20) rooms, as set forth in Exhibit A shall be paid in full on or prior to October 26, 2020. The Room Charges as set forth in Exhibit A shall be paid in weekly installments, in arrears, not later than seven (7) calendar days after receipt of invoice from Seller. Seller shall retain its rights to use, apply or retain the whole or any part of the retainer described in the Agreement, and the date by which claims may be filed with the City shall be extended for seven (7) calendar days past the expiration or early termination of a renewal term, if any.
8. Seller agrees to comply with all applicable Federal Requirements, as set forth in Exhibit B attached to this Letter Agreement No. 4. The Parties expressly intend that this provision memorialize the Parties’ prior understanding regarding applicability of Federal Provisions and relate back to March 20, 2020.

This Letter Agreement No. 4 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. All of the sections, terms, covenants, and conditions contained in the Agreement, except as expressly modified by this Letter Agreement No. 4, shall remain unmodified and of full force and effect and are hereby ratified and affirmed by City and Seller. In the event of any conflict between the terms of this Letter Agreement No. 4 and the Agreement, this Letter Agreement No. 4 shall control. This Letter Agreement No. 4 shall be governed and construed in accordance with the laws of the State of California. This Letter Agreement No. 4 may be signed in any number of counterparts with the same effect as if the

signatures to each counterpart were upon a single instrument and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission, AdobeSign or by email in a portable document format (*pdf*). All counterparts shall be deemed an original of this Letter Agreement No. 4.

Please acknowledge your agreement to the terms of this Letter Agreement No. 4 by countersigning this Letter Agreement No. 4 and returning it at your earliest convenience.

CITY:

CITY OF SANTA ROSA


By: Sean McGlynn (Oct 20, 2020 16:56 PDT)

Name: Sean McGlynn

Title: City Manager

APPROVED AS TO FORM


Jessica Mullin (Oct 20, 2020 16:55 PDT)

SELLER:

3421 Cleveland Owner LLC,
A California limited liability company

By:

Name: Rebecca Bunyasanand

Title: Authorized Signatory



Exhibit A – Rates and Costs
Exhibit B – Federal Provisions

Exhibit A

RATES & COSTS

October 19, 2020 through October 28, 2020

ROOM CHARGE \$129/night 91 rooms 9 nights	TOTAL NOT-TO-EXCEED AMOUNT FOR ROOM CHARGE: \$105,651
CLEANING FEE \$500 per room one-time, non-refundable cleaning fee for 20 rooms*	AMOUNT DUE: \$10,000
DAMAGE RETAINER \$1,000 per room one-time damage retainer set aside and held by City for 46 rooms**	AMOUNT HELD BY CITY: \$46,000

*NOTE RE: *CLEANING FEE*: City previously paid \$35,500 cleaning fee for 71 rooms. Addition of 20 rooms brings total cleaning fee to \$45,500 for 91 rooms.

**NOTE RE: *DAMAGE RETAINER*: The City previously budgeted and is holding a \$45,000 damage waiver. Addition of 20 rooms brings total budgeted/held for this purpose to \$91,000 for 91 rooms.

EXHIBIT B

CITY OF SANTA ROSA PURCHASE ORDER FEDERAL PROVISIONS Effective Date: March 20, 2020

Contractor shall comply with the following federal provisions. In the event of a conflict between any provision in these Federal Provisions and any other provision of this Order, the more stringent provision shall control and prevail.

A. For purposes of these Federal Provisions, "Third Party Subcontract" means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Order, included but not limited to the requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Order.

2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount of this Order exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount of this Order exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.

2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.

3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance under this Order, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Order performance schedule;

b. Meeting Order performance requirements; or

c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE Requirements

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. Miscellaneous Provisions

1. **DHS Seal.** Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

2. **FEMA Assistance.** Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.

3. **Federal Government Not Party.** The Federal Government is not a party to this Order and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Order.

4. **False Claims.** Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.











RB 10-19 4th Extension 3421 Cleveland Owner LLC_final

Final Audit Report

2020-10-20

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By:	Kathryn Marko (kmarko@srcity.org)
Status:	Signed
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✔ Agreement completed.

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