

1 FIRST AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT NO. 36170

2 36170

3 THIS FIRST AMENDMENT TO EMERGENCY OCCUPANCY AGREEMENT
4 NO. 36170 is made and entered into as of July 19, 2022, for reference purposes only,
5 pursuant to an emergency proclamation dated March 4, 2020 and Executive Order N-25-
6 20, in response to Covid-19, by and between VIMAL, INC. dba HYLAND INN, a California
7 corporation ("Owner"), and the CITY OF LONG BEACH, a municipal corporation ("City").

8 WHEREAS, Owner and City (the "Parties") entered into Emergency
9 Occupancy Agreement No. 36170 (the "Agreement"), whereby City hired from Owner those
10 certain premises known as the Hyland Inn located at 2471 Long Beach Boulevard, in the
11 City of Long Beach; and

12 WHEREAS, the Parties desire to extend the term of the Agreement;

13 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
14 conditions herein contained, the Parties agree as follows:

15 1. Section 2 of the Agreement is hereby amended to read as follows:

16 "2. TERM. The term of this Agreement shall commence on January 19,
17 2022, and shall terminate on October 31, 2022, with such rights of termination as may be
18 hereinafter expressly set forth.

19 2. Section 4 of the Agreement is amended to add the following:

20 4. RENT. Rental payments shall be paid by City, from legally available
21 funds and subject to the California Constitution, in arrears on the last day of each month
22 during the term of the Agreement. For the period of January 19, 2022 to July 31, 2022, the
23 daily rate shall be Three Thousand Two Hundred Fifty Dollars (\$3,250); and the daily rate
24 shall be One Hundred Twenty-Five Dollars (\$125). For the period of August 1, 2022
25 through October 31, 2022, the daily rate shall be Two Thousand Six Hundred Dollars
26 (\$2,600); and the daily motel rent per room shall be One Hundred Dollars (\$100).

27 OWNER shall provide a monthly invoice to City at the address below based
28 on the above listed daily rate multiplied by the number of days occupied in that month. City

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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Lana Beach, CA 90802-4664

1 shall also reimburse for any cancellation fees and any relocation bookings that are in
2 excess of the proration. Owner is required to submit documentation showing any fee or
3 relocations being submitted for reimbursement. Invoice must be submitted by the fifth
4 business day of the following month. Rent shall be paid to Owner at the address specified
5 in Paragraph 5 or to such other address as Owner may designate by a notice in writing.

6 Invoices to CITY shall be sent to:

7 City of Long Beach

8 Attn: City Manager

9 411 West Ocean Blvd., 10th Floor

10 Long Beach, CA 90802

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12 3. Except as expressly modified herein, all of the terms and conditions
13 contained in Agreement No. 36170 are ratified and confirmed and shall remain in full force
14 and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

VIMAL, INC. dba HYLAND INN., a California corporation

9/7, 2022

By [Signature]
Name Vimal Patel
Title Owner

_____, 2022

By _____
Name _____
Title _____

"Owner"

CITY OF LONG BEACH, a municipal corporation

September 14, 2022

By Linda F. Jatum
City Manager

"City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

This First Amendment to Agreement No. 36170 is approved as to form on

September 12th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy