

35539

ASSIGNMENT AND ASSUMPTION OF OCCUPANCY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF OCCUPANCY AGREEMENT (the "Assignment") is hereby made and entered into this 15th day of April, 2020 ("Assignment Effective Date"), by and between County of Los Angeles, a body corporate and politic ("Assignor"), and City of Long Beach, a municipal corporation, ("Assignee").

RECITALS

A. WHEREAS, Assignor and Texas Hotels, Inc., a Texas S corporation ("Owner"), entered into that certain Emergency Occupancy Agreement, dated April 7, 2020 (the "Occupancy Agreement"), for certain hotel premises commonly known as the Holiday Inn Long Beach, containing approximately 135 rooms (the "Premises") of the hotel located at 1133 Atlantic Avenue, Long Beach, CA 90813 (the "Building"). A copy of the Occupancy Agreement is attached hereto and incorporated herein by this reference as Exhibit A.

B. WHEREAS, Assignor desires to assign the Occupancy Agreement to Assignee, and Assignee desires to assume the rights and obligations of Assignor under the Occupancy Agreement, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Capitalized Terms. Unless otherwise stated herein, all capitalized terms shall have the meanings defined in the Occupancy Agreement.
3. Assignment and Assumption of Occupancy Agreement. As of the date hereof: (a) Assignor assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Occupancy Agreement; and (b) for the express benefit of both Assignor and Owner, Assignee accepts the foregoing assignment of the Occupancy Agreement and assumes and shall pay, perform and discharge all of the agreements and obligations of Assignor under the Occupancy Agreement arising from and after the Assignment Effective Date to the same extent as if the Assignee were named as the licensee under the Occupancy Agreement as of the Assignment Effective Date. The foregoing assignment by Assignor specifically includes the extension option provided for in Section 2 of the Occupancy Agreement. Owner is an express third party beneficiary of Assignee's covenants and obligations under clause (b) above.
4. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys' fees), judgments, proceedings and causes of action of any kind ("Claims") arising under the Occupancy Agreement prior to the Assignment Effective Date; an Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all Claims arising under the Occupancy Agreement from and after the Assignment Effective Date.
5. Furniture and Equipment. Together with the assignment of the Occupancy Agreement provided for herein, and in consideration thereof, Assignor hereby sells, transfers and conveys to Assignee, on an "as-is" basis (subject to Assignor's representation that such transfer is made free and clear of any-third party claims or liens) the furniture and equipment currently located in the Premises and owned by Assignor, if any.
6. Representations and Warranties of Assignor. Assignor hereby makes the following representations and warranties to Assignee as of the date hereof, all of which shall survive the consummation of the assignment of the Occupancy Agreement:

- A. A true, correct and complete copy of the Occupancy Agreement is attached hereto as Exhibit A. There are no modifications, supplements, arrangements, or understandings, oral or written of any sort, modifying, amending, altering, supplementing or changing the terms of the Occupancy Agreement.
- B. Assignor is the current holder of a licensee's interest in the Occupancy Agreement and Assignor has not transferred, conveyed, assigned, mortgaged or otherwise encumbered any of its right, title or interest in, to or under the Occupancy Agreement.
- C. The Occupancy Agreement is in full force and effect; to the best of Assignor's knowledge, there is no existing default under the Occupancy Agreement on the part of the Owner and no event has occurred and no condition exists which, with notice or the passage of time, or both, would constitute a default under the Occupancy Agreement on the part of the Owner; and there is no existing default under the Occupancy Agreement on the part of Assignor and no event has occurred and no condition exists which, with notice or the passage of time, or both, would constitute a default under the Occupancy Agreement on the part of Assignor.
- D. Assignor has the full right and authority to enter into this Assignment and to consummate the transaction contemplated by this Assignment.
- E. This Assignment and all instruments, documents and agreements to be executed by Assignor in connection herewith are, or when delivered shall be, duly authorized, executed and delivered by Assignor and are, or when delivered shall be, valid, binding and enforceable obligations of Assignor.
- F. No consent or approval or other authorization of any person or entity and no waiver of any right by any person or entity is required to authorize or permit, or is otherwise required as a condition of the execution and delivery and performance of, this Assignment by Assignor.
- G. To Assignor's knowledge and belief, the Premises are in good condition and repair, and Assignor has maintained the Premises in accordance with the terms of the Occupancy Agreement.
- H. Assignor has no knowledge of the existence of any Hazardous Materials in or about the Premises and Assignor has at all times complied with the terms of the Occupancy Agreement regarding Assignor's handling, use, storage and disposal of Hazardous Materials in or about the Premises and the Building.

Owner is an express third party beneficiary of Assignor's representations and warranties set forth above.

7. Representations and Warranties of Assignee. Assignee hereby makes the following representations and warranties to Assignor as of the date hereof, all of which shall survive the consummation of the assignment of the Occupancy Agreement:

- A. Assignee has the full right and authority to enter into this Assignment and to consummate the transaction contemplated by this Assignment.
- B. This Assignment and all instruments, documents and agreements to be executed by Assignee in connection herewith are, or when delivered shall be, duly authorized, executed and delivered by Assignee and are, or when delivered shall be, valid, binding and enforceable obligations of Assignee.
- C. No consent or approval or other authorization of any person or entity and no waiver of any right by any person or entity is required to authorize or permit, or is otherwise required as a condition of the execution and delivery and performance of, this Assignment by Assignee.

Owner is an express third party beneficiary of Assignee's representations and warranties set forth above.

8. Brokers. Assignor and Assignee acknowledge that each of them has not retained a real estate broker in connection with the making of this Assignment; and Assignor and Assignee each represents to the other that it has dealt directly with and only with the other party with this Assignment. Assignee and Assignor shall each indemnify and hold the other harmless from all claims of any brokers claiming to have represented the indemnifying party in connection with this Assignment.

9. Survival of Terms. The representations, warranties and indemnities set forth herein shall survive the execution and delivery of this Assignment and shall continue in full force and effect during the term of the Occupancy Agreement.

10. Binding Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment. Each signatory of this Assignment represents that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

11. Modifications. This Assignment cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any such change is sought.

12. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State California.

13. Execution and Counterparts. This Assignment and any other document necessary for the consummation of the transaction contemplated by this Assignment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one Assignment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Assignment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Assignment had been delivered had been signed using a handwritten signature. Assignor and Assignee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Assignment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Assignment based on the foregoing forms of signature. If this Assignment has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

14. Notices. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Assignee:
City of Long Beach
ATTN: Tom Modica, City Manager
411 W. Ocean Boulevard
Long Beach, CA 90802

To the Assignor:
County of Los Angeles
c/o Chief Executive Office - Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
COUNTY AND PREMISES ADDRESS

Any party shall have the right from time to time to change their respective address for Notice by providing the other with ten (10) days' prior written notice in the manner set forth above.

15. Severability. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

16. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action, whether prior or subsequent to the Assignment Effective Date, as may be reasonably requested by the other party to consummate the transaction contemplated by this Assignment.

[Signature Page(s) Immediately Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

DATE: 4/15/2020

OWNER:

CITY OF LONG BEACH,
a municipal corporation

By: Rebecca H. Hauser
Tom Modica
City Manager

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

DATE: 4/15/20

COUNTY:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief Executive Officer

By: David P. Howard
David P. Howard
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
of the County of Los Angeles

By: [Signature]
Deputy

APPROVED AS TO FORM

April 15, 2020
CHARLES PARKIN, City Attorney

By: [Signature]
SARAH E. GREEN

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: [Signature]
Deputy

Exhibit A

Emergency Occupancy Agreement
Dated April 7, 2020

COUNTY OF LOS ANGELES

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT:

Holiday Inn Long Beach
1133 Atlantic Avenue
Long Beach, CA 90813

OWNER'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.:

75-2444910

TENANT AGENCY:

COUNTY OF LOS ANGELES

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this 7th day of April, 2020 by and between

Texas Hotels, Inc., a Texas S corporation

hereinafter called the "Owner," without distinction as to number or gender, and the County of Los Angeles, a body corporate and politic, hereinafter called the "County." This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the City of Los Angeles, County of Los Angeles, State of California, and more particularly described as follows:

The Holiday Inn Long Beach (up to 135 Rooms) located at 1133 Atlantic Avenue, Long Beach CA, as outlined in red on the attached Exhibit "A" aerial site plan, consisting of one (1) page, dated April 1, 2020, said Exhibit "A", hereby being incorporated into this occupancy agreement, and including all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. For the first week of occupancy, the County shall occupy a fluctuating number of rooms, up to 135 and pay for rooms based on the actual daily occupancy. For the first week of occupancy, the County shall not be responsible to pay for any unoccupied rooms. Commencing on the second week of occupancy, the County will pay for at a minimum 80% of the rooms exclusive allocated to the County, whether the County occupies the rooms or not. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

Term

2. The term of this occupancy agreement shall commence on April 15, 2020, and shall continue for a two and one-half months, with three 1-month options to extend, with such rights of termination as may be hereinafter expressly set forth. To elect this option, County shall notify Owner no later than ten (10) days prior to expiration of the Term.

Early Termination

3. The County or Owner may terminate this occupancy agreement at any time by giving written notice to the other party at least thirty (30) days prior to the date when such termination shall become effective. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

Rent

4. Rental payments shall be paid by the County, from legally available funds, in arrears within 30 days from receipt of a semimonthly invoice during said term as follows:

THE DAILY ROOM RATE SHALL BE ONE HUNDRED FIVE AND 00/100 DOLLARS (\$105.00) DURING THE TERM OF THIS OCCUPANCY AGREEMENT.

Owner shall provide a semimonthly invoice to the County, on the 16th (i.e., days 1-15) and 1st (i.e., days 16-30/31) day of the month, at the address below citing each room occupied, the number of days such room is actually occupied in that month, and then multiplied by the daily room rate; provided, however, if beginning on the second week of the term and thereafter, if the County occupies less than 80% of the rooms (which is 108 rooms), Owner shall charge the County for 80% of the rooms. Rent shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing, or by wire transfer upon Owner's election.

Invoices to County shall be sent to:
COUNTY OF LOS ANGELES
Attn: Tene Tate-Dickson, CEO Homeless Initiative
493 Kenneth Hahn Hall of Administration
500 West Temple St.
Los Angeles, CA 90012

Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner:
Texas Hotels, Inc.
Attn: Sushil Israni
1775 Hancock Street, Suite 200
San Diego, CA 92110

To the County:
County of Los Angeles
Chief Executive Office
Real Estate Division
320 West Temple Street, 7th Floor
Los Angeles, CA 90012

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE CHIEF EXECUTIVE OFFICE AND PREMISES ADDRESS

Rental warrants shall be made payable to: **HOLIDAY INN LONG BEACH**

and mailed to:
Texas Hotels, Inc.
DBA Holiday Inn Long Beach
1775 Hancock Street, Suite 200
San Diego, CA 92110

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, upon commencement of the occupancy agreement, shall be unobstructed and completely accessible for County's use. County will have use of all on-site parking.

**Services,
Utilities, and
Supplies**

7. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- D. If there is a pool, meeting rooms or other common areas, Hotel should still maintain those areas but close off those areas from use by occupants.
- E. Linen/terry and laundry services not less than every 3 days.
- F. Standard hotel housekeeping/janitorial services, not less than every 3 days, including but not limited to changing linens, cleaning the floors, dusting surfaces, cleaning the bathrooms, and replacing all soaps, shampoos, lotions and towels.
- G. Check-in and billing services.
- H. Maintenance and operation of building mechanical, electrical and HVAC system.
- I. Landscaping services, if applicable.
- J. Regular maintenance and upkeep of the rooms, including handling routine maintenance calls including repair of plumbing, television and HVAC.

All housekeeping/janitorial services, as well as linen/terry and laundry services shall be provided in accordance with any applicable, current health and safety protocols established by public health officials.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Furniture
Included**

8. Each room will be provided in its "As-Is" condition, including any furniture and personal property that is normally provided at the property and in its regular course of business.

**Repair and
Maintenance**

9. During the term of this occupancy agreement, the Owner at its sole cost and expense shall maintain the occupied premises in good repair and tenable condition. The County shall not have any maintenance or repair obligations.

10. The County shall have the ability to assign this occupancy agreement and allow County service providers and contractors to work on the Premises.

11. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

12. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

**Subrogation
Waived**

13. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

**Compliance
With Laws**

14. County shall, at County's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof regulating the use, occupancy or improvement of the premises by County. Owner, not County, shall, at its sole cost, at all times cause the premises and the building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon County or Owner during the term hereof, including but not limited to the Americans with Disabilities Act ("ADA"), except if such compliance is made necessary as a result of County's particular use of or alterations or improvements to the premises.

**Fair
Employment
Practices**

15. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County agency to implement such article.

Holding Over

16. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County or Owner and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for additional rent shall be limited to the actual number of rooms occupied by the County following the effective date of termination.

**Surrender of
Possession**

17. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and condition as when received, except for ordinary wear and tear or the effects thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement. The County and Owner shall document the condition of the room at check-in and check-out of the occupant. Damage and/or vandalism to the room caused by the County or County's occupants will be repaired by Owner at the County's sole cost and expense. To the extent the occupied premises needs repair, County shall be responsible to Owner for all reasonable costs to restore all surfaces, including floors and walls, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. All costs shall be pre-approved by County based on reasonable commercial standard work estimates.

**Time of
Essence,
Binding Upon
Successors**

18. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral
Agreements**

19. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Insurance

20. Owner understands and agrees to the following:

The County has elected to be self-insured for liability exposures . Under this form of insurance, the County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business.

The County has also elected to be self-insured for its motor vehicle liability exposures.

The County shall self-insure its workers' compensation obligations for all County employees.

A. Owner shall provide and maintain scope of coverage equivalent to ISO policy form CG 00 01; naming the County and its Agents as an additional insured, with limits of not less than:

i. Commercial General Liability Insurance, naming County and its Agent (as defined below) as an additional insured, with limits of not less than:

General Aggregate:	\$10 Million (minimum)
Each Occurrence:	\$5 Million (minimum)

ii. Commercial Property Insurance

B. The Tenant, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents"), shall be provided additional insured status under Owner's General Liability policy with respect to liability arising from or connected with the Owner's acts, errors, and omissions arising from and/or relating to the Owner's operations on and/or its ownership of the premises. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Owner's acts or omissions, whether such liability is attributable to the Owner or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum required insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Owner's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to County. Any Owner maintained insurance or self-insurance coverage shall be in excess of and not contribute to any County coverage.

**Hazardous
Substances**

21. County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County's obligations and occupancy under this occupancy agreement or which were not caused by the County, Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and Owner for all efforts and expenses thereto.

Restoration of Premises

22. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. To the extent the property needs restoration, County shall be responsible to Owner for all reasonable costs to restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. All costs shall be pre-approved by County based on reasonable commercial standard work estimates. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises. After the County has vacated the premises, no later than 7 days County agrees to clean and remediate the hotel using an outside professional company specializing in sanitizing services to disinfect the hotel in accordance with applicable law and using recommendations by governmental authorities. Los Angeles County will provide approval in writing from the County Health department within 7 days of vacating the premises that the hotel was adequately treated using methods recommended by governmental authorities and may return to normal use by the general public. County understands that this a requirement before the hotel will be allowed to REOPEN as ^{mandated} ~~required~~ by the franchisor.

Access

23. At no cost to County, Owner shall allow County or its agents to enter the premises as of 7:00 A.M. on April 15, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose County deems necessary.

Indemnification

24. The County agrees to indemnify and hold harmless the Owner and agrees to repair or pay for any damage proximately caused by reason of the County's use of said premises during the term of this agreement, except to the extent that any such damages suffered by Owner are the result of Owner's negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner or any pre-existing conditions of the premises and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

Immunity

25. It is hereby understood and agreed that County is using the facility for the purpose of responding to a public health emergency, and that the facility is being licensed to County and utilized by County at the direction of Owner and/or County. Owner shall be afforded all immunities and protection from loss and liability that may apply under such circumstances, but shall not apply with respect to a particular loss or liability to the extent that such loss or liability has arisen from the gross negligence or willful misconduct of Owner.

- Taxes** 25. Owner is solely responsible for all tax liabilities, including property taxes.
- Exclusive Use** 26. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County's occupancy of the premises.
- Occupancy of Premises** 27. Owner and County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the Premises. Owner and County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the Premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from Owner or County within the meaning of California Civil Code section 1940.
- Vendor Number** 28. Owner needs to obtain a County vendor number by applying at the following link:

<https://camisvr.co.la.ca.us/webven/>

A vendor number is required prior to the County making payment to the Owner. The Owner should allow up to 48 hours after applying before a vendor number is issued.
- Counterparts, Electronic Signature** 29. This agreement and any other document necessary for the consummation of the transaction contemplated by this agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this agreement had been delivered had been signed using a handwritten signature. Owner and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature. If this agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

FEDERAL PROVISIONS

- Remedies** 30. Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Occupancy Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- Clean Air Act** 31. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
32. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency (EPA) Regional Office.
33. The Owner 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** 34. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
35. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
36. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- Debarment and Suspension Clause** 37. This Occupancy Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, 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).
38. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
39. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
40. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Procurement of Recovered Materials

41. Owners 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 31 U.S.C. § 1352. 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 who in turn will forward the certification(s) to the State of California.

42. In the performance of this Occupancy Agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired---

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

43. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,

<https://www.epa.gov/amm/comprehensive-procurement-guideline-cpg-program>

44. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

45. The following access to records requirements apply to this Occupancy Agreement:

- i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**Department of
Homeland
Security Seal,
Logo, Flags**

46. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seal, Logo, Flag

**Compliance
with Federal
Law,
Regulations,
and Executive
Orders**

47. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation
By Federal
Government**

48. The Federal Government is not a party to this Occupancy Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**Program Fraud
and False or
Fraudulent
Statements or
Related Acts**

49. The Owner acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Occupancy Agreement.


[Signature Page Immediately Follows]

IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below.

DATE: 4-7-2020

LANDLORD:

TEXAS HOTELS, INC.
a Texas S corporation


By: 
Name: Sushil Israni
Its: Limited Partner DIRECTOR

DATE: 4-7-2020

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

SACHI A. HAMAI
Chief Executive Officer

By: 
David P. Howard
Assistant Chief Executive Officer

ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
of the County of Los Angeles

By: 
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

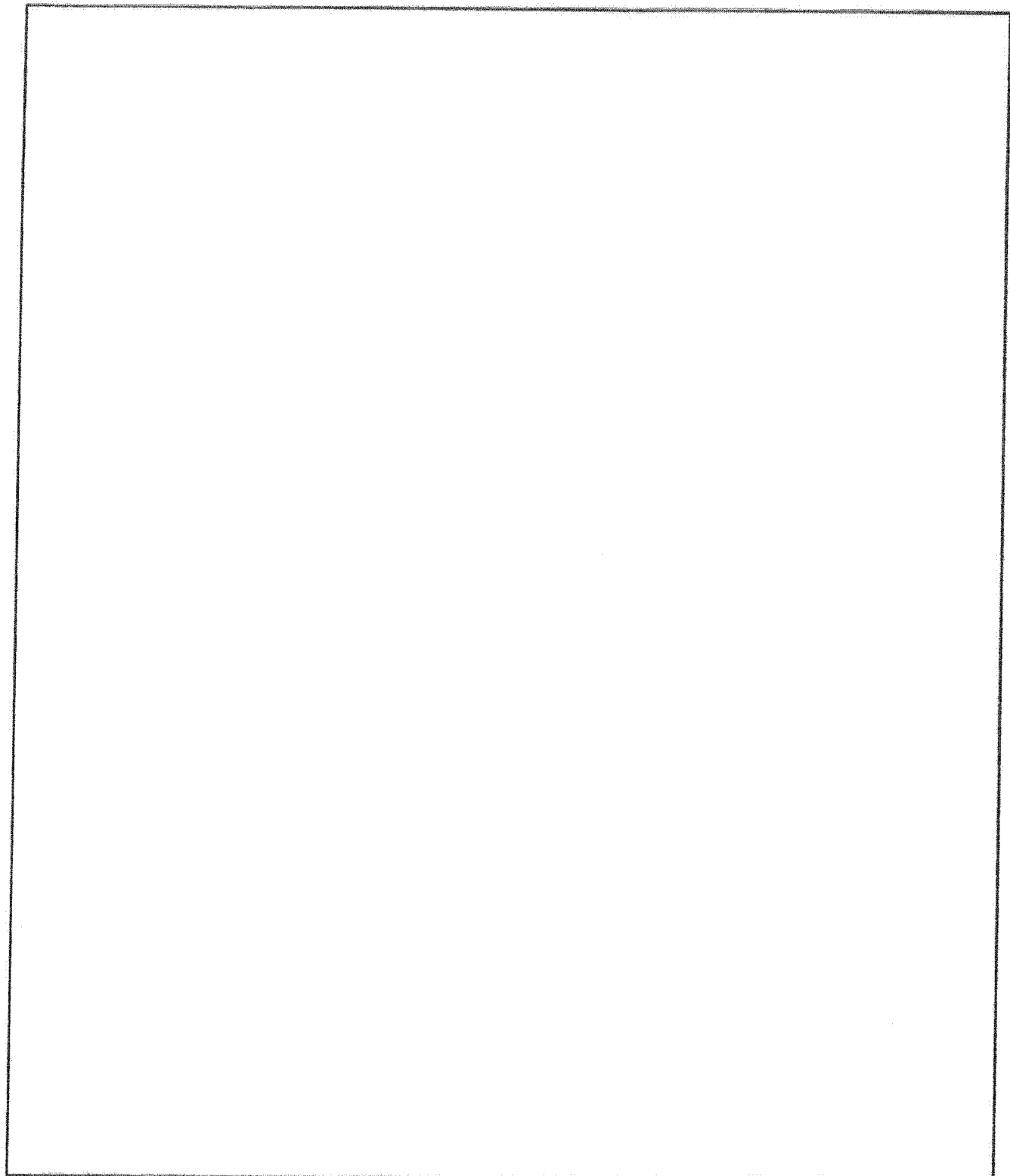
The Owner, Texas Hotels, Inc., a Texas S corporation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Owner's Authorized Official

Sushil Israni
Name and Title of Owner's Authorized Official

4-7-2020
Date



DATE: 4/1/2020						
			PROJECT: HOTEL			
			AGENCY: COUNTY OF LOS ANGELES			
			LOCATION: 1133 ATLANTIC AVE LONG BEACH, CA 90813	EXHIBIT A	SHEET NO. 1	
						OF 1