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

FIRST AMENDMENT TO AGREEMENT NO. 35519

THIS FIRST AMENDMENT TO AGREEMENT NO. 35519 is made and entered, in duplicate, as of May 22, 2020 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 14, 2020, by and between VIMAL, INC., a California corporation, hereinafter called "OWNER", and the CITY OF LONG BEACH, a municipal corporation ("CITY").

WHEREAS, CITY and OWNER (the "PARTIES") entered into Agreement No. 35519 ("Agreement"); and

WHEREAS, the PARTIES desire to amend the Agreement;

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

- 1. Section 1. A. of Agreement No. 35519 is hereby amended to read as follows:
 - "A. The HYLAND INN (up to 26 Rooms) located at 2471 LONG BEACH BLVD., LONG BEACH, CA 90806, and including all of the designated parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. CITY shall occupy all 26 rooms. CITY shall have exclusive access to and use of the rooms set forth in this Agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions."
- 2. Section 4. of Agreement No. 35519 is hereby amended to read as follows:
 - "4. Rental payments shall be paid by CITY, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

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THE DAILY RATE SHALL BE ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$1500.00) DURING THE TERM OF THIS AGREEMENT.

OWNER shall provide a monthly invoice to CITY at the address below.

Rental shall be paid to OWNER at the address specified in Paragraph 5 or to such other address as OWNER may designate by a notice in writing.

Invoices to CITY shall be sent to:

City Of Long Beach

Attn: City Manager

411 West Ocean Blvd., 10th Floor

Long Beach, CA 90802"

- 3. Section 7. F. of Agreement No. 35519 is hereby amended to read as follows:
 - "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 CITY, 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 CITY'S operations.
 - D. Pool, pool area, and pool equipment, if any.
 - E. Linen/terry services.
 - F. Standard hotel housekeeping/janitorial services not less than every 3 days for non-COVID positive guest rooms. CITY will provide cleaning for

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All housekeeping/janitorial services, as well as linen/terry 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 OWNER to furnish any of the above services or utilities in a satisfactory manner, CITY may furnish the same at its own cost; and, in addition to any other remedy CITY may have, may deduct the amount thereof, including CITY'S administrative costs, from the rent that may then be, or thereafter become due hereunder."

4. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 35519 are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, th	e parties have caused this document to be duly
executed with all formalities required by la	w as of the date first stated above.
5 22 20 , 2020	No., a California corporation By Name Title ()
, 2020	By Name Title
	"OWNER" CITY OF LONG BEACH, a municipal corporation
June 2, 2020	BY KURKEQUTED PURSUANT TOBEDINANISOT OF THE CITY CHARTER "CITY"
This First Amendment to Ag	reement No. 35519 is approved as to form on
May 26, 2020.	
	CHARLES PARKIN, City Attorney
	By Deputy
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