



BOARD OF COMMISSIONERS

Agenda Item Summary

Agenda Category: Agreement	Item No:
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Meeting Date: January 19, 2021

Originating Department: Public Health

Issue: In the matter of approving a Hotel Rate Agreement between Oregon 8 Motel and RV Park and Klamath County. – Jennifer Little, Public Health

Background: On June 24th 2020 the County Commissioners signed a Hotel Rate Agreement with Oregon 8 Motel and RV Park, which established accommodations for the purpose of quarantine or isolation of clients of Klamath County Public Health (KCPH). The agreement was effective for a period of 180 days. Both parties would like to continue this partnership for an additional year.

Fiscal Impact: Unknown. Cost will be dependent on need.

Recommended Motion: Move to approve the amendment to the Hotel Rate Agreement between Oregon 8 Motel and RV Park and Klamath County. Fiscal impact unknown at this time. Costs will be billed to Clinic Nursing (sub department 4044).

DONE AND DATED this _____ day of _____.

Chair

Vice-Chair

Commissioner

Approved
Denied

Approved
Denied

Approved
Denied

Amendment Number 1
To
HOTEL RATE AGREEMENT
OREGON 8 MOTEL & RV PARK, INC.

DATE: December 21, 2020

Pursuant to Section "Entire Agreement: Modifications" of the Contract between the parties dated June 24, 2020, the Contract is hereby amended as follows:

Term: Termination. This agreement shall be effective from the date fully executed for a period of 1 year, provided that either County or Oregon 8 Motel & RV Park, Inc. may terminate this Agreement sooner by providing at least 30 days' notice to the other party. County may terminate this Agreement at any time upon written notice to Oregon 8 Motel & RV Park, Inc. in the event County fails to receive appropriations sufficient to perform under this Agreement.

The parties agree that Oregon 8 Motel & RV Park, Inc. may terminate lodging services with respect to any Client that fails to comply with motel rules and quarantine expectations, provided that (i) Oregon 8 Motel & RV Park, Inc. first notifies County, and (ii) such termination is in accordance with applicable law.

The section titled "**Security Deposit**" is removed in its entirety.

The section titled "**Reservation Deposit**" is removed in its entirety.

All other terms of the contract remain the same.

COUNTY:
Klamath County Board
of Commissioners:
305 Main Street
Klamath Falls, OR 97601
(541) 883-5100

CONTRACTOR:
Oregon 8 Motel & RV Park, Inc.
5225 US-97 BUS
Klamath Falls, OR 97601
(541) 883-3431

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**KLAMATH COUNTY BOARD
BOARD OF COMMISSIONERS:**

Chair


Commissioner

Commissioner

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Klamath County Counsel

CONTRACTOR:



Signature

Managing Partner

Title

1/1/21

Date

HOTEL RATE AGREEMENT

OREGON 8 MOTEL & RV PARK, INC.

This Hotel Rate Agreement ("Agreement") is made and entered into effective as of the date fully executed below by and between Klamath County, a political subdivision of the state of Oregon ("County"), and Oregon 8 Motel & RV Park, Inc.;

WHEREAS, From time to time County requests accommodations for purposes of quarantining or isolating Clients of Klamath County Public Health Department; and

WHEREAS, Oregon 8 Motel & RV Park, Inc. represents that it has the facility, personnel and expertise to provide such accommodations and/or services.

WHEREAS, The parties desire to simplify the contracting process by agreeing to general terms and conditions in advance;

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

SERVICES. Upon County's request, Oregon 8 Motel & RV Park, Inc. shall provide Klamath County Public Health Department's clients ("Client" or "Clients") with lodging in a standard hotel room at rates provided on Exhibit A. The personnel listed on Exhibit B shall be authorized to make requests on County's behalf.

TERM; TERMINATION. This Agreement shall be effective for a period of 180 days ("contract period"), provided that either County or Oregon 8 Motel & RV Park, Inc. may terminate this Agreement sooner by providing at least 30 days' notice to the other party. County may terminate this Agreement at any time upon written notice to Oregon 8 Motel & RV Park, Inc. in the event County fails to receive appropriations sufficient to perform under this Agreement.

The parties agree that Oregon 8 Motel & RV Park, Inc. may terminate lodging services with respect to any Client that fails to comply with Oregon 8 Motel & RV Park, Inc. rules, provided that (i) Oregon 8 Motel & RV Park, Inc. first notifies County, and (ii) such termination is in accordance with applicable law.

DIRECT BILL. Oregon 8 Motel & RV Park, Inc. shall invoice County for authorized charges on a monthly basis. Such invoices shall include the Client's name, an itemized description of charges, date(s) of service, the name of the County employee authorizing the lodging, and other information requested by County. County shall pay undisputed invoices within 30 days of receipt. Total compensation under this Agreement shall not exceed \$10,000.00.

SECURITY DEPOSIT. Upon execution of this Agreement, County shall deposit with Oregon 8 Motel & RV Park, Inc. the amount of \$500.00 ("security deposit"). Oregon 8 Motel & RV Park,

Inc. may apply the security deposit towards any damage County or a Client causes to the premises, excluding normal wear and tear, during the term of this Agreement. If Oregon 8 Motel & RV Park, Inc. uses any of the security deposit for these purposes, County shall, within 15 days after receiving Oregon 8 Motel & RV Park, Inc.'s written notice, restore the security deposit to its original amount, subject to County appropriations. Hotel shall refund any unused security deposit to the County within 30 days after termination of this Agreement.

RESERVATION DEPOSIT. Upon execution of this Agreement, County shall deposit with Oregon 8 Motel & RV Park, Inc. the amount of \$2500.00 ("reservation deposit"). The reservation deposit shall secure the County one room at Oregon 8 Motel & RV Park, Inc. each calendar day for 180 days beginning on the day of execution of this agreement. If County fails to formally make a client reservation by 5:00 p.m. on any calendar day, Oregon 8 Motel & RV Park, Inc. is free to negotiate the room previously reserved for County to a third party, and to the exclusion of County. If either party terminates this agreement prior to its expiration, Oregon 8 Motel & RV Park, Inc. shall refund to County any remaining funds calculated on a per diem basis.

PAYMENT FOR ADDITIONAL CHARGES. County shall not be responsible for any charges made by Clients or damages caused by Clients other than those expressly authorized by the County in writing. Notwithstanding the foregoing, County in its sole discretion may authorize payment for additional charges in extraordinary cases where room cleaning or repair is necessary as a result of a Client's negligence or willful misconduct, but in no event shall such any such obligation exceed \$500.00 per Client.

EARLY CHECKOUT. If a room is reserved weekly or monthly but the Client vacates before the end of the reservation, the invoice shall be adjusted to the lowest applicable rate for the period the room is occupied by the Client.

FORCE MAJEURE. Neither party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

COMPLIANCE WITH LAWS. Oregon 8 Motel & RV Park, Inc. shall comply with applicable laws, including but not limited to the public accommodation requirements of the Americans with Disabilities Act. ORS 279B.220, 279B.230, and 279B.235 are incorporated into the Agreement by reference. Oregon 8 Motel & RV Park, Inc. certifies that to the best of its knowledge it is not in violation of any tax laws of the state of Oregon.

INDEMNIFICATION. Subject to the conditions and limitations of the Oregon Tort Claims Act and the Oregon Constitution, County shall indemnify Oregon 8 Motel & RV Park, Inc., its officers, agents, and employees from and against any and all claims, damages, losses, expenses, and defense costs arising out of the negligence or willful misconduct of the County, its officers, agents, and employees under this Agreement, except to the extent such claims, damages, losses, expenses, and/or defense costs arise out of the negligence or willful misconduct of Oregon 8

Motel & RV Park, Inc., its officers, agents, and employees. County shall cause each Client entering the motel premises to execute an indemnification agreement in the form attached hereto as Exhibit C, and County shall promptly deliver each such signed agreement to Oregon 8 Motel & RV Park, Inc..

INSURANCE. Oregon 8 Motel & RV Park, Inc. shall at all times maintain commercial general liability insurance (including broad form contractual coverage) with minimum limits of \$1,000,000 combined single limit per occurrence.

NOTICES. A party giving or making any notice, request, demand, or other communication ("Notice") pursuant to this Agreement shall give the Notice in writing by personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier at the address designated below or at such other address as designated by a party. Notice is effective if the addressee has received the Notice and the party giving the notice has otherwise complied with this paragraph.

VENUE; GOVERNING LAW. The Agreement is governed by the laws of the State of Oregon. Any actions arising out of this Agreement shall be brought exclusively in the courts located in Klamath County, Oregon.

ENTIRE AGREEMENT; MODIFICATIONS. The Agreement may not be amended except by writing signed by County and Oregon 8 Motel & RV Park, Inc.

SURRENDER OF UNITS. County shall at its expense cause each room used and vacated under this Agreement to be cleaned and sterilized by a qualified contractor in accordance with CDC standards for infectious disease. County's selection of such contractor(s) will be in accordance with County's obligations under Oregon procurement laws and is subject to Oregon 8 Motel & RV Park, Inc.'s approval, which shall not be unreasonably withheld or delayed. During the period any room is awaiting cleaning and sterilization, County agrees to compensate Oregon 8 Motel & RV Park, Inc. for number of days such room is out of service at the rate of \$69 per night. Oregon 8 Motel & RV Park, Inc. shall not allow entry into a room vacated under this Agreement until the room has been cleaned in accordance with this Section. County's liability under this paragraph shall not exceed \$500.00 per room.

Signature page to follow

KLAMATH COUNTY BOARD OF COMMISSIONERS

Done and dated this 24 day of June, 2020.

[Signature]
Chair

[Signature]
Commissioner

[Signature]
Commissioner

OREGON 8 MOTEL & RV PARK, INC.

Done and dated this 22 day of June, 2020

By: [Signature]
SANJAY PATEL

Title: Managing Partner

EXHIBIT A

ROOM RATE. The nightly room rate shall for lodging provided under this Agreement shall be as follows, inclusive of applicable transient lodging taxes:

\$69.00 per room per night

EXHIBIT B

The following County personnel may authorize Client lodging under this Agreement:

Klamath County Public Health Department:

Director (Currently Jennifer Little)
Assistant Director (Currently Jessica Dale)
Clinical Administrator (Currently Kellie Hansen)

Board of County Commissioners:

Any County Commissioner

EXHIBIT C

Form of Indemnification Agreement

Name of Guest: _____

Oregon 8 Motel & RV Park, Inc. Facility

I, _____ agree that I assume full responsibility for any and all bodily injuries, accidents, injuries or claims that I, my family or guests of mine incur or allege for any reason during my stay at the property. I also agree that I take full responsibility for any damage caused or alleged to be caused by me and incurred or alleged to be incurred by the Facility and/or County and their officers, employees, and agents ("Indemnified Parties"). I hereby indemnify and hold harmless the Indemnified Parties from any and all Losses, damages, settlements, judgments, fines, penalties, interest, costs, expenses, liabilities, obligations and claims of any kind (whether or not asserted or sought to be recovered by a third party), including, without limitation, reasonable attorneys' fees and disbursements and other legal costs and expenses arising from any accident, injury, negligence, alleged negligence, or willful misconduct while at the Facility.

I further agree that my stay at the Facility does not create a landlord-tenant relationship between me and the County or me and the Facility. I acknowledge that the availability of housing is provided to me on a daily basis and in no event will it last more than 30 days. I understand that I am not entitled to exclusive possession of my room at the Facility, and medical staff may enter the room to provide me with services.

Signature: _____

Date: _____

