



**BOARD OF COMMISSIONERS**  
**Agenda Item Summary**

Agenda Category: Agreement      Item No:

**Meeting Date:** January 19, 2021

**Originating Department:** Public Health

**Issue:** In the matter of approving a Hotel Rate Agreement between Microtel Hotel and Klamath County, acting by and through Klamath County Public Health (KCPH). – Jennifer Little, Director

**Background:** On October 26, 2020 KCPH received board approval to issue Request for Quotes for hotels for isolation and quarantine accommodations. Under this agreement KCPH will have available a minimum of one room for the purpose of isolation or quarantine for individuals diagnosed or at risk of communicable diseases that pose a significant public health risk. The agreed upon rate is \$72 per night. This agreement will be in effect on the date fully executed for a term of one year, with the option to extend the agreement for four additional one-year terms.

**Fiscal Impact:** Unknown, costs will depend on the need.

**Recommended Motion:** Move to approve a Hotel Rate Agreement between Microtel Hotel and Klamath County, acting by and through Klamath County Public Health (KCPH). Fiscal impact is unknown at this time and is dependent on the need. Costs to be paid from Public Health COVID response grant funding, sub department 4044.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Chair

Approved   
Denied

\_\_\_\_\_  
Vice-Chair

Approved   
Denied

\_\_\_\_\_  
Commissioner

Approved   
Denied



## REQUEST FOR QUOTATION

Klamath County Public Health (KCPH) is seeking to contract for accommodations for the purposes of quarantine and/or isolation of Klamath County residents. Isolation and quarantine are imperative to the protection of community health for individuals diagnosed or at risk of communicable diseases that pose a significant public health risk and are unable to adhere to recommendations for quarantine or isolation.

Individuals in quarantine have had an exposure to an individual positive with a communicable disease and require accommodations to prevent further exposure. These individuals have not tested positive for communicable disease themselves. Individuals in isolation have tested positive for a communicable disease and require accommodations to prevent exposing others. Whether in quarantine or isolation, all individuals have received information and education from KCPH about what steps are necessary to keep themselves and others safe. During isolation/quarantine individuals are monitored by KCPH and provided support services for food and basic needs.

Since accommodations are provided to individuals in isolation /quarantine through KCPH, there will not be interaction between establishment staff and KCPH guests. All required services will be coordinated by KCPII. At the conclusion of accommodations provided for individuals in isolation, KCPH arranges and pays for provides professional cleaning services.

### QUOTE MUST INCLUDE:

- A minimum of 1 reserved space available for use by KCPH      Ok - per Mark
- Refundable damages deposit
- Daily rate for accommodations    \$72.00
- Weekly rate for accommodations
- Monthly rate for accommodations.
- Minimum of 1-year agreement, with option to renew for 4 additional years unless previously terminated.    Ok - per Mark
- Facility (ies) for which accommodations are being offered.    Microtel Inn & Suites Klamath Falls, OR  
2716 Dakota Ct. 97603
- ADA compliant facilities    Yes

Questions regarding this request for quotes may be addressed to Jessica Dale, Assistant Director, Klamath County Public Health, (541) 882-8846. The County reserves the right to reject all quotes. This project is dependent upon available funding.

Quotations may be provided by any of the following means:

Mail: Klamath County Public Health  
3314 Vandenberg Road  
Klamath Falls, OR 97603

Fax: (541) 885-3638

Email: [kcph@klamathcounty.org](mailto:kcph@klamathcounty.org)

Mark Lucarelli - Reg. Dir. of Sales  
11/05/2020 @1:27pm



## HOTEL RATE AGREEMENT

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 Microtel;

WHEREAS, From time to time Klamath County Public Health requests accommodations for purposes of quarantining or isolating individuals positive for, or at risk of becoming positive, of a reportable communicable disease in accordance with Oregon Health Authority (OHA) Investigative Guidelines. (Identified Individual) ; and

WHEREAS, Microtel 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, Microtel shall provide Klamath County Public Health Department Identified Individuals 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 upon date of signature for one calendar year ("contract period"), and may be extended for an additional 4 years. Either County or Microtel 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 Microtel in the event County fails to receive appropriations sufficient to perform under this Agreement.

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

DIRECT BILL. Microtel 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.

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. Microtel 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. Microtel 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 Microtel, 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 Microtel, 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 securely retain copies.

INSURANCE. Microtel 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 Microtel.

SURRENDER OF UNITS. County shall at its expense cause each room used for isolation of a positive case under this Agreement to be cleaned and sterilized by a qualified contractor in accordance with CDC standards for infectious disease once the room is vacated. If the room is solely for quarantine it will not require contracted cleaning and will be cleaned according to Microtel's internal cleaning protocols. County's selection of such contractor(s) will be in accordance with County's obligations under Oregon procurement laws and is subject to Microtel approval, which shall not be unreasonably withheld or delayed. During the period any room is awaiting cleaning and sterilization, County agrees to compensate Microtel for number of days such room is out of service at the rate of \$72 per night. Microtel 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.

KLAMATH COUNTY BOARD OF COMMISSIONERS

Done and Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

MIRCROTEL HOTEL

Done and Dated this \_\_\_5th day of \_January\_\_\_\_\_ 2021\_.

By: Mark Lucarelli

Title: Regional Director of Sales

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:

\$72.00 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: \_\_\_\_\_

Microtel

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 h 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: \_\_\_\_\_