

URGENT ITEM AGENDA MATERIAL

Government Code Section 54954.2(b)
Rules of Procedure Chapter III.C.5

THIS ITEM IS NOT YET AGENDIZED AND MAY OR MAY NOT BE ACCEPTED FOR THE AGENDA AS A LATE ITEM, SUBJECT TO THE CITY COUNCIL'S DISCRETION ACCORDING TO BROWN ACT RULES

Meeting Date: September 19, 2023

Item Description: Revised Resolution for a Joint Homekey Application and Urgency Ordinance to Amend Contract No. 32200202 Extending the Lease for Real Property at 1461 University

This item is submitted pursuant to the provision checked below:

- Emergency Situation (54954.2(b)(1) - majority vote required)**
Determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.
- Immediate Action Required (54954.2(b)(2) - two-thirds vote required)**
There is a need to take immediate action and the need for action came to the attention of the local agency subsequent to the agenda for this meeting being posted.

Once the item is added to the agenda (Consent or Action) it must be passed by the standard required vote threshold (majority, two-thirds, or 7/9).

Facts supporting the addition of the item to the agenda under Section 54954.2(b) and Chapter III.C.5 of the Rules of Procedure:

On March 21, 2023, City Council adopted a resolution authorizing a joint application with Memar Properties, Inc. and Housing Consortium of the East Bay (HCEB) to the State of California's Homekey Program to purchase the Rodeway Inn and convert the building to permanent supportive housing in anticipation of the release of a Notice of Funding Available (NOFA). The State released the NOFA for the Homekey Program's third round of funding on March 29th, 2023, and the City, Memar, and HCEB submitted the joint application for the Rodeway Inn project on May 10th.

The State is currently reviewing the application and notified Health, Housing, and Community Services (HHCS) staff on **September 6, 2023** that the City is required to submit a revised authorizing resolution using HCD's updated template in order to complete the application review. Failing to adopt the new resolution immediately will jeopardize the City's competitiveness and potential Homekey award.

On April 26, 2022, the Council adopted an urgency ordinance to enter into a lease for the Rodeway Inn, and the future availability of funding for permanent housing conversion was unknown. On October 31, 2023, the current lease at the Rodeway will expire. On September 9, 2023, Memar informed HHSC staff that if the Homekey application is successful, the updated project schedule anticipates that the Rodeway would convert to permanent supportive three to four months after an award is made. An urgency ordinance is needed to extend the lease and allow the Rodeway Inn to continue operating as interim housing prior to permanent housing conversion in the event that the Homekey Program funds are awarded.



Office of the City Manager

CONSENT CALENDAR
September 19, 2023

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Lisa Warhuus, Director, Health, Housing, and Community Services
Subject: Revised Resolution for a Joint Homekey Application and Urgency Ordinance to Amend Contract No. 32200202 Extending the Lease for Real Property at 1461 University

RECOMMENDATION

Adopt one resolution and one urgency ordinance approving the following actions in support of a Homekey program application by:

1. Authorizing the City Manager or her designee to prepare and submit a joint application together with Memar and HCEB for the State of California Housing and Community Development (HCD) Department's Homekey program for the University Inn permanent supportive housing project.
2. Authorizing the City Manager or her designee to take actions needed for the City's participation in HCD's Homekey program, including entering into HCD's Standard Agreement and any amendments.
3. Authorizing the City Manager, if Homekey funds are awarded, to execute an amendment to Contract No. 32200202 with Shree Jalasai Lodging, LP for the lease of real property located at 1461 University Avenue, Berkeley, extending the term by five months and increasing the total cost by \$891,132 for a new contract not-to-exceed amount of \$3,896,402 for the purposes of extending the interim non-congregate shelter program at this location.

FISCAL IMPACTS OF RECOMMENDATION

The proposed project is eligible for an estimated \$15M in State Homekey funds, including three years of operating subsidy. Funds already reserved in Resolution No. 70,736-N.S. constitute the required match. That resolution reserved an additional \$1,000,000 to continue operating the property as interim shelter for the period between the expiration of the current operator's contract and permanent housing conversion.

Total costs for this lease are not to exceed \$124 per room per night for 43 rooms, plus a \$2000 per room fund for damages payable upon lease termination, for an estimated total increase of \$891,132, which will be paid for using State of California Encampment

Resolution Funding grant funds and funding from City General Fund previously appropriated for the project. These funds will be appropriated in the Second Amendment to the FY2024 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

On March 21, 2023, Council adopted three resolutions authorizing a joint application with Memar Properties, Inc. and Housing Consortium of the East Bay (HCEB) to the State of California's Homekey Program to purchase the Rodeway Inn and convert the building to permanent supportive housing. This month staff were notified that the City's approval must follow the State's approved resolution template with specific language in order for their review of the application to continue. Since funding is allocated on a rolling basis, the application will be more likely to be funded the sooner the City can meet this requirement. The revised resolution accompanies this report as Attachment 1.

On April 26, 2022, Council adopted an urgency ordinance to enter into a lease for the Rodeway Inn, also referred to as the University Inn, using a combination of a California Encampment Resolution Funding grant and a UC Berkeley donation to operate non-congregate interim housing for the cohort of individuals currently living in the encampment at People's Park. Since its inception, the program has served 110 people with interim housing, 35 of whom have exited directly to permanent housing. Out of 72 total exits, this represents a success rate of 49%.

On October 31, 2023, the current lease at the Rodeway will expire. If the application is successful, the project schedule anticipates that the Rodeway would convert to permanent supportive three to four months after an award is made. The urgency ordinance would allow for a longer lease extension period, if necessary (approximately five months). This amendment would ensure that the Rodeway Inn could continue to operate as interim housing until Memar and HCEB acquire the property with Homekey funding.

BACKGROUND

Homekey is an HCD program that provides government entities with funding to purchase and rehabilitate properties, including hotels, motels, and vacant apartment buildings, and convert them into interim or permanent housing. Homekey projects serve people experiencing homelessness or who are also at risk of becoming homeless. The program typically provides funding of up to \$200,000 per unit (depending on unit type), and may increase the subsidy if there are local matching funds.

In anticipation of HCD's Homekey NOFA release, the City issued a Request for Proposals (RFP) on November 29, 2022 to select an eligible Homekey project and development team. The RFP included \$8.5M in City funds, including General Funds received pursuant to Measure P and Measure U1. HHCS received two proposals to convert interim housing to permanent supportive housing: one from Memar Properties,

Inc. and Housing Consortium of the East Bay for the University Inn project and another from Insight Housing. Based on careful review of the proposals, the projects' feasibility, applicant experience with the Homekey program, and an evaluation of development team capacity, staff recommended selection of the University Inn project.

Council already acted to approve moving forward with this proposal, adopting three related resolutions on March 21, 2023. Resolution 70,736-N.S. reserved \$8.5M in City general funds to support acquisition, development, and operating costs, as well as an additional \$1M to continue operating Rodeway Inn as interim housing prior to permanent housing conversion. Resolution 70,737-N.S. also authorized the inclusion of a project preference for homeless individuals in Berkeley to the extent allowable under the coordinated entry system and all other applicable laws and regulations.

HCD released the Notice of Funding Availability (NOFA) for the Homekey program's third round of funding on March 29th, 2023, and the joint application for the Rodeway Inn project was submitted on May 10th. HCD is currently reviewing the application and is requiring the City to submit a revised authorizing resolution using HCD's updated template in order to complete the application review. Any alterations or additions to HCD's approved resolution language jeopardizes the City's ability to obtain a grant award. The revised resolution replaces Resolution 70,738-N.S. and would authorize a Homekey request of up to \$30M. HCD recommended securing authorization for twice the amount of funding anticipated, which is estimated at \$15M for the Rodeway Inn.

The proposed lease contract amendment, as specified in Exhibit A attached to this report, continues the existing master lease for 43 rooms at a flat price of \$124 per room per night, as well as a renewed damage fund not to exceed \$2000/room payable at the end of the lease, for a total amount not to exceed \$891,132. The cost includes regular cleaning, linen service, and supplies to the rooms.

In order for the project to receive the Homekey funds, the City will be required to enter into the State's Standard Agreement for the project. The Standard Agreement will be 55 years for permanent housing.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no environmental sustainability effects directly associated with the recommendations in this report. If the City's funding application is successful, the project will be acquired and rehabilitated, which is generally considered a more sustainable type of development.

RATIONALE FOR RECOMMENDATION

Creation of permanent supportive housing through a partnership with Memar and HCEB will support chronically unhoused individuals in the City, and will bring new permanent supportive housing units online on an expedited timeline. If adopted, this lease

amendment will allow the City to continue providing safe, low-barrier noncongregate shelter options to people living in encampments.

ALTERNATIVE ACTIONS CONSIDERED

The City could decline to adopt a new Homekey resolution or lease extension. Failing to adopt the new resolution will jeopardize the City's competitiveness and potential Homekey award, and not extending the lease would result in displacement of those currently housed and impact their ability to transition to permanent housing in place. Since these options are not consistent with the City's Strategic Plan to increase affordable housing opportunities, staff is recommending participation as described above.

CONTACT PERSON

Grace Streltsov, Community Development Project Coordinator, HHCS, (510) 981-5430

Attachments:

1: Resolution

2: Urgency Ordinance

Exhibit A: Contract Amendment

Exhibit B: Lease Agreement from May 1, 2022

RESOLUTION NO. ##,###-N.S.

RESOLUTION OF THE GOVERNING BODY OF CITY OF BERKELEY AUTHORIZING
JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM FOR
UNIVERSITY INN

WHEREAS, The Department of Housing and Community Development (“Department”) has issued a Notice of Funding Availability, dated March 29, 2023 (“NOFA”), for the Homekey Program (“Homekey” or “Program”). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.); and

WHEREAS, City of Berkeley (“Co-Applicant”) desires to jointly apply for Homekey grant funds with Housing Consortium of the East Bay and Memar Properties (“Corporation”). Therefore, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds (“Application”) to the Department for review and consideration; and

WHEREAS, The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement (“Standard Agreement”), and all other legal requirements of the Homekey Program.

NOW THEREFORE, BE IT RESOLVED that Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed \$30,000,000.

BE IT FURTHER RESOLVED that if the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$30,000,000, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the “Homekey Documents”).

BE IT FURTHER RESOLVED that Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.

BE IT FURTHER RESOLVED that the City Manager or her designee is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

ORDINANCE NO. -N.S.

AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXTEND A LEASE AND ANY NECESSARY AMENDMENTS WITH SHREE JALASAI LODGING, LP, DBA RODEWAY INN, BERKELEY, FOR REAL PROPERTY LOCATED AT 1461 UNIVERSITY AVENUE, BERKELEY, CA.

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The City Council finds as follows:

- a. The City of Berkeley is facing a growing housing and homelessness crisis, in part exacerbated by the acute lack of affordable housing and supportive housing for people experiencing homelessness; and
- b. Encampments in Berkeley are inherently unhealthy for their residents and frequently problematic for surrounding neighbors; and
- c. Resolving encampments requires working with their residents to find viable alternatives to their unsheltered status, such as low-barrier, noncongregate interim housing options; and
- d. April 26, 2022, the City Council adopted Ordinance No. 7,807-N.S. to master lease the Rodeway Inn at 1461 University Avenue to operate a low-barrier noncongregate shelter for people living in encampments; and
- e. The current lease expires on Oct. 31, 2023, putting the future of the interim program currently running at the Rodeway at risk of closure; and
- f. The property owner, Shree Jalasai Lodging, LP, dba Rodeway Inn, Berkeley, has offered to extend the lease on the same terms (43 rooms at a rate of \$124 per room per night and \$2000 per room in damage funds), to the City for purposes of establishing a homeless shelter for an additional 5 months.

Section 2. The City Manager or her designee is hereby authorized, contingent on the State of California awarding Homekey funding to the City, to enter into a lease contract amendment starting November 1, 2023 with Shree Jalasai Lodging, LP, dba Rodeway Inn, Berkeley for real property located at 1461 University Avenue on substantially the same terms as set forth in Exhibit A. The rent will be \$124 per room per night, including \$2000 per room in damage funds, and will be paid by State of California Encampment Resolution Funding grant funds and City of Berkeley General Funds.

Section 3. This Ordinance is adopted as an urgency ordinance pursuant to the Charter of the City of Berkeley, Article XIV, Section 93 and shall be effective immediately. The City Council finds and determines that the adoption of this Ordinance as an urgency ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Berkeley.

Section 4. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Old City Hall, 2134 Martin Luther King Jr. Way within fifteen calendar days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

Exhibits:

A: Contract Amendment

B: Lease Agreement from May 1, 2022

Public
Public

Contract #32200202

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on November 1, 2023 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Shree Jalasai Lodging, LP dba Rodeway Inn ("Contractor") a company, doing business at 1461 University Ave, Berkeley, CA.

WHEREAS, City and Contractor previously entered into Contract Number 32200202, dated May 16, 2022, which Contract was authorized by the City Council of the City of Berkeley.

WHEREAS, on October 3, 2023, by Ordinance No. -N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said Contract as follows:

1. Section 2 is amended to read as follows:

PAYMENT

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$3,896,402. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract.

2. Section 3.a. is amended to read as follows:

TERM

This Contract shall begin on November 1, 2023 and end on March 31, 2024. The City Manager of the City may extend the term of this Contract by giving written notice.

3. Further, this Contract is amended to include the following language regarding the

Public
Public

City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and

Public
Public

cyber-forensic based investigations and prosecutions of illegal computer-based activity.

In all other respects, the Contract dated May 16, 2022 shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

By _____
City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
02/2022

Registered on behalf of the City Auditor by:

Finance Department

Attest:

Deputy City Clerk

CONTRACTOR

Jaydipsinh Deudhara
Name (Printed)

By J.V. Deudhara (owner)
Signature and Title

Public
Public

Public
Public
EXHIBIT B

PAYMENT

GENERAL: Contract Amendment is \$ 891,132 for a new Not to Exceed (NTE) amount of \$3,896,402.

BILLING: Contractor will submit invoices for services rendered monthly. Invoices for damage deposit payments will be submitted separately in accordance with the terms set forth in the lease.

INVOICES: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc' Peter Radu, email pradu@berkeleyca.gov**; (List on invoice, Attn: Peter Radu, Assistant to the City Manager) and reference contract number 32200202.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@berkeleyca.gov
Phone: 510-981-7310

Payments: The City will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"NEW CONTRACT"**

Contract # 32200202 Vendor # 53334

CONTRACTOR NAME: Shree Jalasai Lodging, LP dba Rodeway Inn Berkeley Business License # BL-049456

Subject of Contract: Emergency Lease of Real Property - 1461 University Avenue

This contract package contains:	Attached	Waiver Attached	Not Required
3 Original Contracts (Vital Record and Vendor) in folder			
*The Vital Record contract MUST be in a folder. Vendor copies may be assembled with an Acco-fastener.			
**DocuSign Agreements only require 1 Original (Vital Record) copy.			
1. CONTRACT BOILERPLATE <i>Vendor's format. Approved by CM and Legal. Signed.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. Scope of Services (Exhibit A @ boilerplate) <i>within contract body.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3. Payment Provisions (Exhibit B @ boilerplate) <i>Page two of contract</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Evidence of Competitive Solicitation OR Waiver by CM or by <u>Council Resolution</u> <i>ORDINANCE</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CERTIFICATIONS			
a. Workforce Composition (<i>businesses with 5 or more employees</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Nuclear Free Berkeley Disclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Oppressive States Disclosure (<i>Exception: Community-based, non-profit organizations</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Certification of Compliance with Living Wage Ordinance (LWO): <i>use current form on web*</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Certification of Compliance with Equal Benefits Ordinance: <i>use current form on web*</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Community Agency: Certification of Anti-Lobbying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Community Agency: Certification of Drug-Free Workplace	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (<i>originals, not copies</i>)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # <u>17,807-N.S. (ORDINANCE)</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9. Federally Funded Project Requirement: Debarment status printout (SAM.gov)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Requisition # _____ (*Hard copy attached*) Budget Code: 336-21-202-000-0000-000-412-612990 Amt. \$ _____
 Contract Amount \$3,005,270.00 *12208432* Amt. \$ _____
 Amt. \$ _____

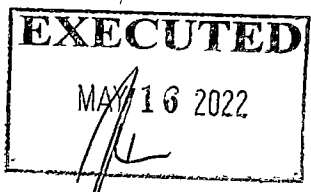
Council Approved Amount \$\$\$3,005,270.00

Was there any advance payment? No Yes If Yes, Advanced Amount \$ _____
 If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- | | | | |
|--|--------------------|-----------------------|-------------------|
| 1. <u>Melanie E. Beasley</u>
Project Manager (PRINT NAME/SIGN) | CMO
Department | 981-7005
Phone No. | 5/05/2022
Date |
| 2. <u>Peter Radu</u>
Department Administrative Officer/Accounting (PRINT NAME/SIGN) | | | 5/05/2022
Date |
| 3. <u>Paul Budd</u>
Department Head (PRINT NAME/SIGN) | | | 5/12/22
Date |
| 4. <u>Josh Roben</u>
Contract Administrator (PRINT NAME/SIGN) | | | 5/12/2022
Date |
| 5. <u>SHARON FRIEDRICHSEN</u>
Budget Manager (PRINT NAME/SIGN) | APPROVED VIA EMAIL | | 5/13/2022
Date |



Routing continues to the following persons, *who sign directly on the contract:*

6. City Manager (*Will not sign unless all signatures and dates appear above*)
 7. City Clerk: Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: [Vendor Forms & Requirements](#)

Radu, Peter

From: Friedrichsen, Sharon
Sent: Friday, May 13, 2022 9:20 AM
To: Roben, Josh
Cc: Rosete, Michelle; Dupaya, Maricar C.
Subject: FW: New Contract: Shree Jalasai Lodging, LP dba Rodeway Inn

Importance: High

Follow Up Flag: Follow up
Due By: Monday, May 16, 2022 7:30 AM
Flag Status: Flagged

Josh,
Budget Final-Approved
Sharon

From: Rosete, Michelle
Sent: Friday, May 13, 2022 9:19 AM
To: Friedrichsen, Sharon <SFriedrichsen@cityofberkeley.info>
Cc: Murty, Rama <RMurty@cityofberkeley.info>; Dupaya, Maricar C. <MDupaya@cityofberkeley.info>
Subject: New Contract: Shree Jalasai Lodging, LP dba Rodeway Inn

Budget Initial – APPROVED

Notes:
Authorizing Council Ordinance# 7,807 urgency ordinance authorizing the City Manager to execute lease agreement and necessary amendment for real property located at 1461 University Avenue.
Contract Amount: \$3,005,270
Req#12208432 – NTE \$3,005,270 (encumbered contract method)
Funding is available in account code 336-21-202-000-0000-000-412-612990-

Michelle M. Rosete
Associate Management Analyst
City Manager's Office
Budget and Fiscal Management Division
Tel. (510) 981-7042
E-mail: mrosete@cityofberkeley.info

CITY OF BERKELEY

EMERGENCY OCCUPANCY AGREEMENT

<u>OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT:</u> Rodeway Inn 1461 University Avenue, Berkeley, CA 94702
<u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:</u>
<u>TENANT:</u> City of Berkeley

File No:

THIS OCCUPANCY AGREEMENT, made and entered into this 1 day of May 2022 by and between

Preamble

SHREE JALASAI LODGING, LP dba RODEWAY Inn, Berkeley

hereinafter called the Owner, without distinction as to number or gender, and the City of Berkeley, hereinafter called the City ("Occupancy Agreement"). This Occupancy Agreement is entered into for the purposes of providing interim housing for persons experiencing homelessness in Berkeley, California.

Owner is the record owner of or authorized party to grant such rights concerning certain real property defined as the Premises herein situated in the County of Alameda, State of California and has the authority to grant the rights contained herein this Occupancy Agreement to the City.

WITNESSETH

Description

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

The Forty-Three (43) rooms (collectively, the "Rooms") located at 1461 University Avenue, Berkeley, CA as outlined in red on the attached Exhibit A - Aerial Site Plan, consisting of one (1) page, dated June 14, 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 (collectively, the "Premises"). The City shall have exclusive access to and use of the Premises set forth in this Occupancy Agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions. During the Term, Owner shall not rent or allow occupancy of any room or facilities in the hotel.

Term; Early Termination

2. The term of this Occupancy Agreement shall commence on May 1, 2022, with the City taking physical occupancy on May 15, 2022, and continue for eighteen (18) months until October 31, 2023; however, at any time after the first twelve (12) months of the Term (any time after April 30, 2023), the City shall have the right to terminate this Occupancy Agreement at any time by giving written notice to the Owner at least sixty (60) days prior to the date when such termination shall become effective (the "Term"). If the City fails to move out by the end of the Term, additional rent shall be paid and prorated on a 30-day month, based

J.V.D

Internal

on the actual number of days the City occupies the Premises following the effective date of termination.

**Rent and
Invoicing**

3. Rent payments shall be paid by the 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:

THE DAILY ROOM RATE SHALL BE ONE HUNDRED TWENTY-FOUR AND 00/100 DOLLARS (\$124.00) PER GUEST ROOM ("RENT"), REGARDLESS OF WHETHER THE GUEST ROOM IS OCCUPIED OR NOT. OTHER THAN THE RENT AND PAYMENT FOR ROOM RESTORATION DESCRIBED BELOW, THE CITY SHALL NOT BE RESPONSIBLE FOR ANY OTHER PAYMENT TO OWNER.

Rent shall be paid to Owner at the address specified in Paragraph 4 or to such other address as the Owner may designate by a notice in writing.

Notices

4. 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: Shree Jalasai Lodging, LP
Jaydipsinh (Jay) Devdhara, Manager
547 35th Avenue
San Francisco, CA 94121
Phone No.: 415-812-0756
Hotel No.: 510-848-3840
Email: jrajput86@gmail.com

To the City: City Manager's Office
City of Berkeley
2180 Milvia St, 5th Floor
Berkeley, CA 94704
Attn: Peter Radu
Phone No. (510) 931-7045
Email: pradu@cityofberkeley.info

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE PREMISES ADDRESS.

Rent warrants shall be made payable to:

Shree Jalasai Lodging, LP,

and mailed to: 1461 University Avenue
Berkeley, CA 94702
Attn: Jay Devdhara

Nothing herein contained shall preclude the giving of any such written notice by personal service so long as it is acknowledged in writing by the parties. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

J.V.D

Internal

Parking

5. Parking spaces, upon commencement of the Term of the Occupancy Agreement, shall be unobstructed and completely accessible for City's use. Parking spaces shall be provided at no additional charge.

**Services,
Utilities, and
Supplies**

6. Owner, at Owner's sole cost and expense, shall furnish normal and standard hotel operation functions, such as utilities and supplies, including without limitation the following: electricity and gas for heating, ventilating, air-conditioning and gas and electric services as the City needs for its operations, sewer, trash disposal up to 3 yards per week, hot and cold water service, internet, linen and laundry service, housekeeping and janitorial service, including toiletries, not less than every 3 days.

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 as detailed in Exhibit C.

If Owner fails to provide the foregoing services or utilities, City may furnish the same and deduct the cost, plus City's administrative expenses, from the Rent.

**Repair and
Maintenance**

7. During the Term of this Occupancy Agreement, the Owner shall maintain the Premises in good repair and tenantable condition. With 24 hours' written notice given, Owner reserves the right to inspect any Room upon request. Owner warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any and all costs incurred to cause the Premises to comply with said Act shall be borne by Owner.

8. The City shall have the right to assign this Occupancy Agreement.

**Quiet
Possession**

9. The Owner agrees that the City, 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 Premises without suit, trouble, or hindrance from the Owner or any person claiming under the Owner.

Destruction

10. If the 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 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 City 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, City, 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 Rent due or to become due under this Occupancy Agreement and any other occupancy agreement between Owner and City.

In the event of any such destruction other than total, where the City 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 City shall have the option to terminate this Occupancy Agreement or complete the repairs itself, deducting the cost thereof from the Rent due or to become due under this Occupancy Agreement and any other occupancy agreement between Owner and City.

It is understood and agreed that the City or its agent has the right to enter the destroyed or partially destroyed Premises no matter what the condition. At the City's request, the Owner

Internal

shall immediately identify an appropriate route through the building to access the Premises. If the Owner cannot identify an appropriate access route, it is agreed that the City may use any and all means of access at its discretion in order to enter the Premises.

**Subrogation
Waived**

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

12. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

**Prevailing
Wage
Provision**

- A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair
Employment
Practices**

13. During the Term 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 City to implement such article.

Holding Over

14. In the event the City 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) day termination by the City and otherwise on the terms and conditions herein specified, so far as applicable. If the City 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 City occupies the Premises following the effective date of

Internal

termination. Any such payments for additional rent shall be limited to the actual number of Rooms occupied by the City following the effective date of termination.

Surrender of Possession

15. Upon termination or expiration of this Occupancy Agreement, the City will peacefully surrender to the Owner the Premises in good order, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which City has no control or for which Owner is responsible pursuant to this Occupancy Agreement. Notwithstanding the foregoing, City's obligation to restore the Premises shall be limited to and in accordance with paragraph 19.

Time of Essence, Binding upon

16. 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

17. 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.

Hazardous Substance

18. City 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 City or the City incurs any liability during or after the Term of this Occupancy Agreement in connection with contamination which pre-existed the City's obligations and occupancy under this Occupancy Agreement or which were not caused by the City, Owner shall hold harmless, indemnify, and defend the City in connection therewith and shall be solely responsible as between City and Owner for all efforts and expenses thereto.

Restoration of Premises

19. Upon termination of this Occupancy Agreement, Owner agrees that the equipment installed by the City shall be and remain the property of the City, and City shall remove such property when vacating the Premises. At the end of the Term, the City will reimburse the Owner a Fee not to exceed \$2,000.00 per Room for the actual out-of-pocket costs to replacing any damaged furniture, flooring and/or hard goods, beds and/or soft goods in the Rooms and any required deep cleaning, including pest control and heat treatments. Subject to the \$2,000.00 per Room cap, City shall pay the amount due to Owner within thirty (30) days of City's receipt of Owner's proof of payment including actual costs for the goods, services and labor, which may include Owner's labor expenses, in order for the hotel to be able to transition back to operating at capacity once this Occupancy Agreement terminates. City's obligation to restore the Premises to its condition prior to taking occupancy, subject to the limits in paragraph 15, shall be limited to the terms of this paragraph 19. The Owner reserves the right not to repair/replace any damages caused maliciously or intentionally by the City or its program guests in excess of the \$2,000.00 per Room reimbursement cap. The City will include language in any program guest agreement paperwork stipulating that excessive damages caused to the Room may be grounds for discharge from the program.

Access

20. Owner shall permit City to access to those Rooms on the Premises that are not undergoing rehabilitation or repairs beginning on May 1, 2022, and all Rooms beginning May 15, 2022, to stage and prepare the Premises for occupants, or for any other purpose the City deems necessary.

Indemnification and Insurance

21. The City agrees to indemnify and hold harmless the Owner in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which Owner may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the City, its employees, or any person or persons acting under the direct control and authority of the City or its employees, in connection with the City's occupancy of the Premises under and during the Term of this Occupancy Agreement and agrees to repair or pay for any damage proximately caused by reason of the City's use of the Premises during the Term of this Occupancy Agreement, including fire damage caused by City occupants' sole

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negligence or arson, 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 and/or where the City is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the City's constitutional and statutory public responsibilities.

Owner agrees to indemnify and hold harmless the City in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which City 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 City's occupancy of the Premises under and during the Term of this Occupancy Agreement except to the extent that any such damages or expenses suffered by City are the result of City's sole negligence. Owner specifically waives any claim to special or consequential damages it may have against City, including but not limited to claims concerning business reputation. Owner's defense and indemnity obligations under this paragraph shall not be limited by the policy limits of any policy of insurance.

Owner shall maintain in force at all times such policies of insurance as specified in Exhibit B, and shall abide by all of the terms and conditions of Exhibit B, which are incorporated by reference as if set forth in full herein.

For the Term of this Occupancy Agreement, City shall selfinsure or maintain, at its own expense, Comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single and aggregate limits for both bodily injury and property damage, personal injury, completed operations and products liability. City insures City's personal property located on or in the Premises.

22. Owner is solely responsible for all tax liabilities, including property taxes.

Exclusive Use

23. Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the Term of the City's occupancy of the Premises.

Occupancy of

24. Owner and City understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of Rooms in exchange for access to or use of the Premises. Owner and City also understand that neither has entered into any contract with the occupants of the Rooms related to the use of the Premises within the meaning of California Civil Code section 1925. The occupants of the Rooms are not persons who hire any dwelling unit from Owner or City within the meaning of California Civil Code section 1940 and are not subject to the benefits of the California Civil Code or any other state statutes, rules, or regulations or local government rules, regulations or ordinances that confer tenancy rights on the occupants.

Remedies

25. In the event of a breach by the Owner of any term or provision of this Occupancy Agreement, the City shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Occupancy Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Owner of any of the provisions of this Occupancy Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Owner shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Occupancy Agreement, each party's rights and remedies under this Occupancy Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

Conflict of Interest

26. By executing this Occupancy Agreement, Owner certifies that it does not know of any fact which constitutes a violation of California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, and further agrees promptly to notify the City if it becomes aware of any such fact during the Term of this Occupancy Agreement.

HOTEL LABOR PROVISIONS

27. During the Term of this Occupancy Agreement, no employee shall be terminated except for just cause.

Employment

28. The Owner shall comply with all local, state and federal wage-and-hour and other employment standards laws covering employers in the hotel industry. The City shall have the right to audit the Owner for compliance with such wage-and-hour and other employment-standards laws.

Health & Safety

29. In the event a room is to be cleaned while it is occupied by a guest, Owner shall ensure that at least two employees are present to do so. Owner shall furthermore ensure that personnel or a manager are readily accessible to provide assistance while such occupied rooms are being cleaned, and shall follow any local law requiring the provision of "panic buttons" or emergency contact devices to employees.

30. In the event that an employee has a reasonable concern that an assignment does not conform to Exhibit C and thus places their health and safety at risk, the employee may refrain from performing the assignment. No employee shall suffer retaliation from doing so. Owner shall ensure employees have read, understood and follow all safety provisions in Exhibit C, which will be updated from time to time.

31. Owner will comply with the March 31, 2020 Alameda County Health Order Section 13(h) and take all necessary and reasonable steps to ensure employees are in compliance with the order as it applies to Essential Businesses. As future Health Orders have been or are released, Owner shall follow all applicable requirements. Owner shall take reasonable steps to ensure employees are able to remain at least six (6) feet apart from other hotel personnel and guests while they are performing their assigned work and during breaks, in addition to any other social distancing protocols required by state or local public health agencies. In no event shall any employee be required to work within six feet of, or in the same room as, an individual who is under quarantine or in isolation, or who has or is suspected to have COVID-19.

32. Owner will comply with all relevant CDC standards, as listed in Exhibit C of this Occupancy Agreement.

33. Employees shall be considered third-party beneficiaries of the requirements set forth in Paragraphs 27-33.

Enforcement

CITY OF BERKELEY PROVISIONS

34. City Non-Discrimination Ordinance. Owner hereby agrees to comply with the provisions of the Berkeley Municipal Code ("B.M.C."), including without limitation Chapter 13.26, as amended from time to time. In the performance of its obligations under this Occupancy Agreement, Owner agrees as follows:

a. Owner shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Owner shall permit City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the reasonable opinion of City, are necessary to monitor compliance with this non-discrimination provision. In addition, Owner shall fill out, in a timely fashion, forms supplied by City to monitor this non-discrimination provision.

35. Non-Discrimination Against Persons With Disabilities.

a. If Owner provides any aid, service or benefit to others on the City's behalf, Owner shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Owner shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities or ensuring that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City, if applicable.

b. If Owner is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Owner shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Owner. All of Owner's activities must be in accordance with these laws, ordinances, codes, and regulations, and Owner shall be solely responsible for complying therewith.

36. Conflict of Interest Prohibited.

a. In accordance with California Government Code Section 1090, Berkeley City Charter Section 36 and B.M.C. Chapter 3.64, neither Owner nor any employee, officer, director, partner or member of Owner, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a committee or commission member of City, who has directly or indirectly influenced the making of this Occupancy Agreement.

b. In accordance with California Government Code Section 1090 and the Political Reform Act, (Government Code Section 87100 et seq.) no person who is a director, officer, partner, trustee, employee or consultant of Owner, or immediate family member of any of the preceding, shall make or participate in a decision made by City or any of its boards, commissions or committees, if it is reasonable foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or City, except to the extent permitted by 2 California Code of Regulations, Section 18700(c)(2).

Interpretation of this paragraph shall be governed by the definitions and provisions use in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, as amended from time to time.

37. Nuclear Free Berkeley. Owner agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

38. Oppressive States.

a. In accordance with Resolution No. 59,853-N.S., Owner certifies that it has no contractual relations with, and agrees during the Term of this Occupancy Agreement to forego contractual relations to provide personal services to, the following entities:

- i. The governing regime in any Oppressive State.
- ii. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- iii. Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of this Occupancy Agreement) for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

J.V.D

b. For purposes of this Occupancy Agreement, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed Oppressive States.

c. Owner's failure to comply with this paragraph 60 shall constitute a default of this Occupancy Agreement and Owner may terminate this Occupancy Agreement on five days' written notice to Owner. In the event that City terminates this Occupancy Agreement due to a default under this provision, City may deem Owner a non-responsible bidder for five (5) years from the date this Occupancy Agreement is terminated.

39. Berkeley Sanctuary City Ordinance. Owner hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Owner agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

a. "Data Broker" means either of the following: (1) The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies; (2) the aggregation of data that was collected for another purpose from that for which it is ultimately used.

b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include: (1) The City's computer-network health and performance tools; (2) Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

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

J.V.P.

CITY:

CITY OF BERKELEY

By Dee Williams-Ridley
D.W. Ridley

Date 5/13/22

Approved as to Form
Sara Stephens
Deputy CITY ATTORNEY
By Sara Stephens

ATTEST FOR THE CITY OF BERKELEY
[Signature]
DEPUTY CITY CLERK
ASST.

Registered on behalf of the City Auditor:

[Signature]
Finance Department

OWNER:

SHREE JALASAI LODGING, LP

By J.V. Devdhar
JAYDIPSINH DEVDHARA,
Managing Member

Date 04-27-2022

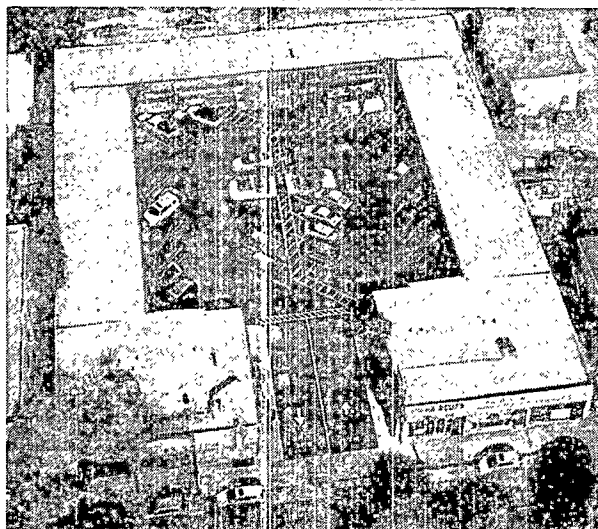
Date _____

Internal
Exhibit A
Aerial Site Plan

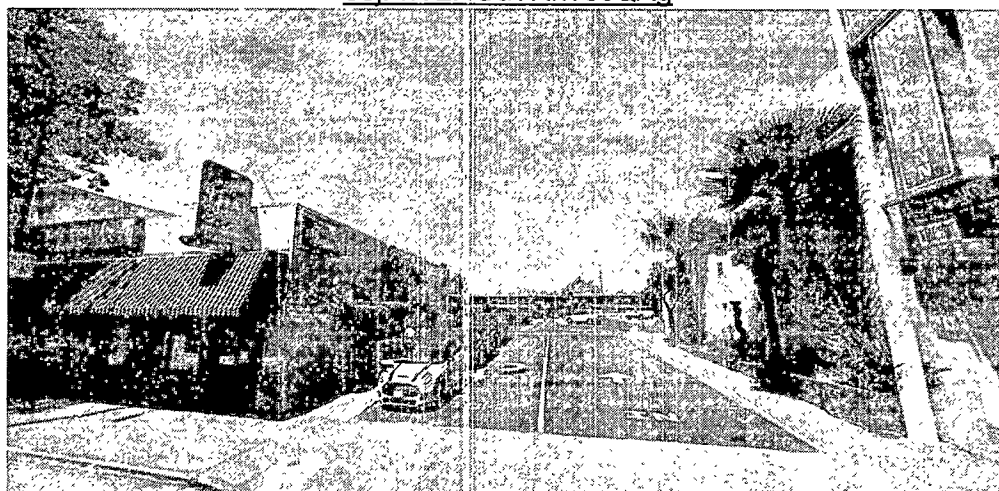
This is an aerial site plan including all parking spaces contiguous to the subject hotel building.

<https://earth.google.com/web/search/1461+University+Avenue,+Berkeley,+CA,+USA/@37.87052798,-122.28331165,29.73265671a,130.83737455d,35y,0.00000001h,44.99566261t,360r/data=CiqiJgokCREM3UOQ70JAEbC2JKSD70JAGVEzhUqikV7AlbHGd7y7kV7A>

Dated 06/14/2020



<https://earth.google.com/web/search/1461+University+Avenue,+Berkeley,+CA,+USA/@37.87032048,-122.28330065,30.80211199a,0d,88.22010856y,332.71991788h,99.18980124t,0r/data=CiqiJgokCREM3UOQ70JAEbC2JKSD70JAGVEzhUqikV7AlbHGd7y7kV7AlhoKFjU5X3JJbIpMcGVoejFhY2NGaTRkT3cQAq>



Internal
Exhibit B**City of Berkeley Minimum Insurance Requirements**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000 (two million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$1,000,000 to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds or certificate holder and shall provide primary coverage with respect to the City.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured or certificate holder form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below.

b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty (30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:

Department Name: City Manager

Department Address: 2180 Milvia Street, Berkeley, CA 94704

Internal
Exhibit C**Health and Safety Requirements for Housekeeping and Hotel Staff*****Sanitation of Rooms Between Guest Departure and Arrival**

In addition to standard room cleaning procedures usually followed by the hotel provider between guest departures and arrivals, hotel staff will take the following additional cleaning measure for room cleaning between guests:

- All cleaning shall be performed in alignment with guidelines as set forth in the California State Department of Public Health and CalOSHA's publication, "COVID-19 INDUSTRY GUIDANCE: Hotels and Lodging", most recent release date of May 6, 2020 and all updates issued thereafter and incorporated as procedure herein.
- Personal protective equipment and training of housekeepers will be provided in alignment with guidelines available at: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>
- Owners shall ensure compliance with social distancing protocol as required and updated by the local health official and as first introduced in the 3/31/20 Alameda County Health Order Section 13(k).
- Owner shall ensure that employees are provided break rooms in compliance with social distancing protocols that avoid congregate settings.
- Owner shall ensure that employees are practicing social distancing while performing all functions.

Sanitation of Guest Rooms During Guest Stays

Owner will provide guests cleaning supplies at the beginning of their stay to maintain cleanliness of their own rooms, and informed of their responsibility to maintain cleanliness of their rooms. Hotel staff will not enter the guest rooms during guest stays. Any towels and linens that the guest would like to be laundered may be left outside their door every third day in single-use, sealed bags within an established laundry pickup schedule every 3 days, to be exchanged for a clean set of towels and linens.

*City reserves the right to modify these requirements as necessary to conform to any changes to rules, regulations, guidance or advice from public health officials.

J.V.P.

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION Shree Jalasai Lodging, LP dba Rodeway Inn, Berkeley
ADDRESS 1461 University Avenue, Berkeley, CA 94702
BUSINESS LICENSE # BL-049456

You may complete this online & make entries in these cells they will be automatically totaled at the bottom. or print the form & complete by hand/typewriter.

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)*	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	1						1					
Professionals												
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance	1	3	1							3		
Other Occupation: Specify*												
Totals												

*Specify other occupation:

**Specify other ethnicity:

Is your business MBE/WBE/DBE certified? If Yes, by what agency? _____
 If Yes, please specify: or ethnic identification: _____
 Do you have a policy of non-discrimination?

Signature J.V. Devdhar Date 04/29/2022

Print/Type Name of Signer Jaydipsinh Devdhar

Verified by _____ Date _____

City of Berkeley Contract Administrator

OCCUPATIONAL CATEGORIES

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and public relations workers, social workers, doctors, psychologists, registered nurses, economists, dentists, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contract(s) held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90-170 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90 Ordinance No. 578- NS) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90-130.

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Jaydipsinh Devdhara Title: Partner

Signature: J.V. Devdhar Date: 04/29/2022

Business Entity: Shree Jalasai Lodging, LP

Contract Description/Specification No. Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Shree Jalasai Lodging, LP (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59.853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means, Tibet Autonomous Region and the Provinces of Amdo, Kham and U-Tsang

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Printed Name: Jaydipsinh Devdhara Title: Partner

Signature: J.V. Devdhar Date: 04/29/2022

Business Entity: Shree Jalasai Lodging, LP

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract description/Specification No.: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Shree Jalasa Logging LP (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"), Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private and public business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is primarily used;
- b. "Extreme Vetting" means "a combination of credit monitoring, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-aided health and performance tools;
 - ii. Cybersecurity capabilities, technologies, or systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cyberattacks, or for cyber-forensic based investigations and prosecutions of illegal computer-based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of April, 2022 at Berkeley, California.

Printed Name: Jaydeep Devana Title: Partner

Signed: J.V. Devana Date: 04/29/2022

Business Entity: Shree Jalasa Logging LP

CITY OF BERKELEY

Living Wage Certification for Lessees of Public Property, Licensees, Concessionaires, And Franchisees

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that lessees of public property, licensees, concessionaires, and franchisees ("user of public property" or "user") shall comply with all provisions of this Ordinance. The LWO requires a user of public property to provide City-mandated minimum compensation to all eligible employees, as defined in the LWO. In order to determine whether this lease, license, concession, or franchise ("agreement") is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those agreements where the user generates a certain amount of annual gross receipts. In addition, the agreement may become subject to the LWO if the status of the user's employees change (i.e. additional employees are hired) or the annual gross receipts in a subsequent year meet the threshold level, so that the user falls within the scope of the Ordinance.

Section I.

1. PLEASE ANSWER THE FOLLOWING QUESTIONS

a. Do you generate \$350,000 or more in annual gross receipts?
YES **NO**

If no, this agreement is NOT subject to the requirements of the LWO at this time, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?
YES **NO**

If you have answered, "YES" to questions 1(a) and 1(b) this agreement IS subject to the LWO. If you responded "NO" to 1(b) this agreement IS NOT subject to the LWO. Please continue to Section II.

Section II

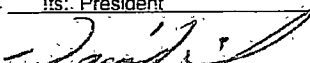
Please read, complete, and sign the following:

THIS AGREEMENT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS AGREEMENT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, as indicated above, and the applicability of the subject agreement. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If at any time during the term of the agreement, the answers to the questions posed herein change so that the user would be subject to the LWO, the user will promptly notify the City Manager in writing. User further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the agreement as it applies to the LWO, shall constitute a default of the agreement and the City Manager may terminate the agreement and bar the user from future agreements with the City for five (5) years from the effective date of the agreement termination. If the LWO is applicable to this agreement, the user must pay a living wage to all employees who spend 25% or more of their compensated time on the leased property or engaged in work directly related to the license, concession, or franchise.

These statements are made under penalty of perjury under the laws of the state of California.

By: David Dworkin
 Printed Name: Its: President Title: One Stop Integration, Inc., a California corporation On behalf of Shree Jalasai Lodging
 Signature:  Date: 05/09/2022

Business Entity: Shree Jalasai Lodging, LP

Agreement Description/Specification No: _____

Section III

• **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, and determined that this Agreement IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by
Contractor/Vendor

Form EBO-1
CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: Shree Jaldas Lodging, LP dba Rodeway Inn, Berkeley		Vendor No.:	
Address: 1461 University Avenue	City: Berkeley	State: CA	ZIP: 94702
Contact Person: Jay Devdhara	Telephone: 415-812-0756		
E-mail Address: rajput86@gmail.com	Fax No.:		

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5; if "No," continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
 - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 29th day of April in the year 2022 at Berkeley CA
(City) (State)

Jaydipsinh Devdhara

Name (please print)

J.V. Devdhara
Signature

Partner

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name (Sign and Print): _____ Date: _____

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Exhibit B

Shree Jalasai Lodging, LP

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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.

(2) 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 an 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-278 Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) 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 Section 1352, Title 31, U.S. Code. 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.

I hereby certify that all the information stated herein, as well as any information provided in the accompanying herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties
(18 U.S.C. 1001, 1010, 1012 31 U.S.C. 3729 3802)

Name of Authorized Official

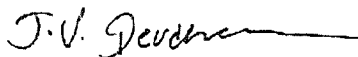
Title

Jaydipsinh Devdhara

Partner

Signature

Date (mm/dd/yyyy)



04/29/2022

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Shree Jalasai Lodging, LP

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f

2. Sites for Work Performance. The Applicant shall list (on separate pages) the sites for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program activity receiving grant funding.)

Check here, if there are workplaces on file that are not identified on the attached sheets

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C 1001, 1010, 1012; 31 U.S.C 3729, 3802)

Name of Authorized Official
Jaydipsinh Devdhara

Title
Partner

Signature

Date

X *J.V. Devdhara*

04/29/2022



CERTIFICATE OF LIABILITY INSURANCE

Exhibit B

DATE (MM/DD/YYYY)

04/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pro-Am Insurance Agency 222 E. Glenarm Street Suite B1 Pasadena CA 91106		CONTACT NAME: Jagruti Pandya PHONE (A/C, No, Ext): (818) 553-1120 E-MAIL ADDRESS: promail@kisproam.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : KINSALE INS CO	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	01001473520	03/31/2022	06/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holders are additional insured for the motel operation located at:

1459, 1461, 1463, 1465 & 1467 University Avenue
 Berkeley, CA, 94702

CERTIFICATE HOLDER **CANCELLATION**

County of Alameda 1401 Lakeside Drive, 10th Floor Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jagruti Pandya</i>
---	--

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Internal

REQUEST FOR WAIVER OF INSURANCE

To Contract Administrator

From/Dept Contact Peter Radu Phone: 510-981-7045

Department City Manager's Office - Neighborhood Services

Date 5/2/22

CONTRACTOR NAME SHREE JALASAI LODGING, LP dba RODEWAY Inn, Berkeley

INSTRUCTIONS

A written request must be submitted for any waiver consideration. Please complete and submit this request to Darryl Sweet, Contract Administrator.

We are requesting one or more waivers of insurance on the above contract. Explanation must clearly state why this request meets the required criteria. See Contracts Online, Section III for details on Insurance Requirements & waivers.

1. Type of service to be performed for the City (explain in detail)

The Rodeway Inn will be leasing their real property at 1461 University Avenue, Berkeley, for the purposes of providing emergency shelter for persons experiencing homelessness.

2. Reason/s for waiver requested (ex: service does not warrant insurance; insurance not available)

Insurance is not available to this provider. Insurance carriers no longer offered additional insured to hotel providers for the purposes of providing homeless shelters. Alameda County and the State of California have been partnering with this property owner to operate a homeless shelter and have accepted certificate holder, rather than additional insured.

3. Specific insurance waiver/s requested (check all that apply)

auto general liability professional liability workers comp

Other or details - please explain _____

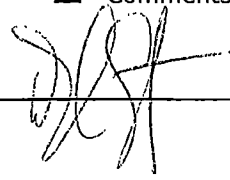
4. Other Comments. NOTE: Lack of advanced planning does not constitute conditions for waiver.

The City Attorney has reviewed and advised the City Manager and Mayor of potential risks.

WAIVER/S RECOMMENDED Comments liability endorsement as add'l insured

WAIVER/S DENIED Comments _____

Contract Administrator



5/2/22
Date

ORDINANCE NO. 7,807-N.S.

URGENCY ORDINANCE AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE A LEASE AND ANY NECESSARY AMENDMENTS WITH SHREE JALASAI LODGING, LP, DBA RODEWAY INN, BERKELEY, FOR REAL PROPERTY LOCATED AT 1461 UNIVERSITY AVENUE, BERKELEY, CA.

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. The City Council finds as follows:

- a. The City of Berkeley is facing a growing housing and homelessness crisis, in part exacerbated by the acute lack of affordable student housing and supportive housing for people experiencing homelessness; and
- b. To help address this crisis, on December 14, 2021, the City Council affirmed its support of the development of People's Park into affordable housing, including permanent supportive housing for people experiencing homelessness, by unanimously voting to commit \$14.4M in funding to help close the financing at this development; and
- c. Providing low-barrier, noncongregate interim housing options will be critical to end the unsheltered status and avoid the mere displacement of those currently living in People's Park to the surrounding communities of Berkeley; and
- d. On December 29, 2021, City staff partnered with the University of California, Berkeley to submit a grant application to the State of California, requesting \$4,708,015 in Encampment Resolution Funding (ERF) grant funds for one year of operations at the Rodeway Inn on University Avenue in Berkeley, which staff proposed as the primary interim housing option for those in the Park; and
- e. On February 24, 2022, the City learned that its ERF grant had been funded by the State in full; and
- f. The property owner, Shree Jalasai Lodging, LP, dba Rodeway Inn, Berkeley, has offered to lease 43 rooms at the property at 1461 University Avenue, Berkeley, at a rate of \$124 per room per night and \$2000 per room in damage funds, to the City for purposes of establishing a homeless shelter for 18 months.

Section 2. The City Manager or her designee is hereby authorized to enter into a lease and necessary amendments starting May 1, 2022 with Shree Jalasai Lodging, LP, dba Rodeway Inn, Berkeley for real property located at 1461 University Avenue on substantially the same terms as set forth in Exhibit A. The rent will be \$124 per room per night, including \$2000 per room in damage funds, and will be paid by State of California Encampment Resolution Funding grant funds and funds from the University of California, Berkeley.

Section 3. This Ordinance is adopted as an urgency ordinance pursuant to the Charter of the City of Berkeley, Article XIV, Section 93 and shall be effective immediately. The City Council finds and determines that the adoption of this Ordinance as an urgency ordinance is necessary for the immediate preservation of the public peace, health and safety of the residents of the City of Berkeley.


Section 4. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of Old City Hall, 2134 Martin Luther King Jr. Way within fifteen calendar days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.

At a regular meeting of the Council of the City of Berkeley held on April 26, 2022, this Urgency Ordinance was adopted by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

ATTEST: 

Mark Numainville, City Clerk

In effect: Immediately

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MAY 16 2022
CITY OF BERKELEY
CITY CLERK DEPARTMENT