



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

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April 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 Dirgesh LLC dba Econo Lodge Southeast for
Providing Hotel Rooms for Homeless Families and Individuals

Purpose/Outcome	Provides winter shelter to homeless families and individuals to aid in prevention of this vulnerable population from contracting COVID-19. Amendment will extend time and add money.
Dollar Amount and Fiscal Impact	Original Contract value was \$363,700.00. Amendment #1 added \$164,700.00 for an additional 61 nights lodging. Total Contract value not to exceed \$528,400.00.
Funding Source	Funded by State General Fund Oregon Community Foundation FEMA Funds No County General Funds are involved.
Duration	Extending contract through June 30, 2021.
Previous Board Action	January 28, 2021- Original contract was approved by the Board and signed by the County Administrator.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
County Counsel Review	Reviewed Date: 04/12/2021; ARN
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Contact Person	Teresa Christopherson 503 650-5718
Contract No.	#3578

BACKGROUND:

EOC Command has approved Social Services to secure up to 300 motel rooms to use as non-congregate emergency shelter for people experiencing houselessness. Non-congregate shelters are an established best practice to reduce the spread of COVID 19 among people experiencing houselessness and will be tracked appropriately for funding purposes.

Social Services has secured 26 rooms at the Econolodge for this purpose. In order to ensure the health and safety of the most vulnerable houseless residents, Social Services has also secured individual rooms and additional contracts with other hotels for houseless individuals. Social Services has contracts with Greater Good Northwest and My Father's Heart to ensure that all motel guests have all of their basic needs met and that referrals to longer term housing are made.

Clackamas County has an agreement with FEMA that will cover 100% of the costs associated with securing motel rooms and providing food for motel guests for people who meet the FEMA risk factors of age or underlying health condition. State funds are used to pay for rooms for guests who do not meet the FEMA risk guidelines, and for one room that is being used as an office for the service provider.

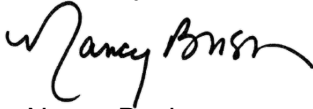
PROCUREMENT PROCESS:

This Amendment is processed in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

RECOMMENDATION:

Staff respectfully recommends the Board approve Amendment #1 with Dirgesh LLC dba Econo Lodge Southeast for Providing Hotel Rooms for Homeless Families and Individuals.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive style with a large, looping initial "N".

Nancy Bush
Deputy Director

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH DIRGESH LLC, DBA ECONO LODGE
SOUTHEAST FOR PROVIDING HOTEL ROOMS FOR HOMELESS FAMILIES AND
INDIVIDUALS
Contract #3578

This Amendment #1 is entered into between **Dirgesh LLC dba Econo Lodge Southeast** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **December 15, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, Term, is hereby amended as follows: the Contract expiration date is hereby changed from April 30, 2021, to **June 30, 2021**.
2. ARTICLE III, Compensation, Section 1, Payment, is hereby amended as follows: County has received additional funding from Cares Act for homeless shelter. As a result, County will provide an additional **\$164,700.00** in compensation for Contractor to provide hotel rooms, on an as-needed basis and at the nightly rates set forth in the Contract, during the extended term of the Contract.

ORIGINAL CONTRACT	\$ 363,700.00
<u>AMENDMENT #1</u>	<u>\$ 164,700.00</u>
TOTAL AMENDED CONTRACT	\$ 528,400.00

3. Article IV, **Contract Provisions, Section 21. Remedies**, is hereby replaced with the following:
 - (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor’s sole remedy will be payment for the rooms rented as of the date written notice of termination is received by Contractor, at the rates set forth in the Contract, less any amounts previously paid and any right of setoff the County may have. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to 20(A). (C) Upon receiving notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County directs otherwise in such notice of termination.

Signatures to follow

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Dirgesh LLC dba Econo Lodge Southeast

Clackamas County

Dirgesh Patel 4/8/2021


Authorized Signature Date

Dirgesh Patel
Printed Name

By: _____ It's: _____

Date

Approved as to Form:

 04/12/2021
County Counsel Date



Nancy Bush
Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

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April 29, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals

Purpose/Outcome	Provides winter shelter to homeless families and individuals to aid in prevention of this vulnerable population from contracting COVID-19. Amendment will extend time and money.
Dollar Amount and Fiscal Impact	Original Contract value was \$260,000.00. Amendment #1 added \$128,100.00 for an additional 61 nights lodging. Total Contract value not to exceed \$388,100.00.
Funding Source	Funded by State General Fund Oregon Community Foundation FEMA Funds No County General Funds are involved.
Duration	Extending contract through June 30, 2021.
Previous Board Action	December 15, 2020 Original contract was approved and signed by the Board.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
County Counsel Review	Reviewed Date: 04/12/2021; ARN
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Contact Person	Teresa Christopherson 503 650-5718
Contract No.	#3974

BACKGROUND:

EOC Command has approved Social Services to secure up to 300 motel rooms to use as non-congregate emergency shelter for people experiencing houselessness. Non-congregate shelters are an established best practice to reduce the spread of COVID 19 among people experiencing houselessness and will be tracked appropriately for funding purposes.

Social Services has secured 21 rooms at the Budget Inn Gladstone for this purpose. In order to ensure the health and safety of the most vulnerable houseless residents, Social Services has also secured individual rooms and additional contracts with other hotels for houseless individuals. Social Services has contracts with Greater Good Northwest and My Father's Heart to ensure that all motel guests have all of their basic needs met and that referrals to longer term housing are made.

Clackamas County has an agreement with FEMA that will cover 100% of the costs associated with securing motel rooms and providing food for motel guests for people who meet the FEMA risk factors of age or underlying health condition. State funds are used to pay for rooms for guests who do not meet the FEMA risk guidelines.

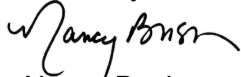
PROCUREMENT PROCESS:

This Amendment is processed in accordance with LCRB C-047-0800(b) for an unanticipated amendment.

RECOMMENDATION:

Staff respectfully recommends the Board approve Amendment #1 with SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone for Providing Hotel Rooms for Homeless Families and Individuals.

Sincerely,

A handwritten signature in black ink that reads "Nancy Bush". The signature is written in a cursive, flowing style.

Nancy Bush
Director

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH SRS LLC, A LIMITED LIABILITY COMPANY
OF NEVADA DBA BUDGET INN GLADSTONE FOR PROVIDING HOTEL ROOMS FOR
HOMELESS FAMILIES AND INDIVIDUALS
Contract #3974

This Amendment #1 is entered into between SRS LLC, A Limited Liability Company of Nevada dba Budget Inn Gladstone ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on January 25, 2021 ("Contract").

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. ARTICLE I, **Term**, is hereby amended as follows: the Contract expiration date is hereby changed from April 30, 2021, to **June 30, 2021**.
2. ARTICLE III, **Compensation, Section 1, Payment**, is hereby amended as follows: County has received additional funding from Cares Act for homeless shelter. As a result, County will provide an additional **\$128,100.00** in compensation for Contractor to provide hotel rooms, on an as-needed basis and at the nightly rates set forth in the Contract, during the extended term of the Contract.

ORIGINAL CONTRACT	\$ 260,000.00
<u>AMENDMENT #1</u>	<u>\$ 128,100.00</u>
TOTAL AMENDED CONTRACT	\$ 388,100.00

3. Article IV, **Contract Provisions, Section 21. Remedies**, is hereby replaced with the following:
 - (A) In the event of termination pursuant to Section 20(A), (C)(i), or (E), Contractor's sole remedy will be payment for the rooms rented as of the date written notice of termination is received by Contractor, at the rates set forth in the Contract, less any amounts previously paid and any right of setoff the County may have. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(C)(ii) or 20(D), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(C)(ii) or 20(D), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to 20(A). (C) Upon receiving notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County directs otherwise in such notice of termination.

Signatures to follow

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

SRS LLC, A Limited Liability Company of Clackamas County
Nevada dba Budget Inn Gladstone

B. Patel 4/8/21 - member
Authorized Signature Date

BAUPENDRA PATEL
Printed Name
Member

By: _____ It's: _____

Date

Approved as to Form:

[Signature] 04/12/2021
County Counsel Date