

## **ATTACHMENT B**

COUNTY OF SAN MATEO

**FIRST AMENDMENT TO  
EMERGENCY OCCUPANCY RATE AGREEMENT**

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| <b><u>OCCUPANCY AGREEMENT COVERING PREMISES<br/>LOCATED AT:</u></b><br>Vagabond Inn Executive – San Francisco Airport Bayfront,<br>1640 Old Bayshore Hwy, Burlingame, CA 94010 |
| <b><u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY<br/>NO.:</u></b><br>88-0362254  |
| <b><u>TENANT:</u></b><br>County of San Mateo   |

File No:

**Recitals**

- A. Pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and directly related to emergency and necessary preservation of public health and safety, Vista Investment Mgmt. Co. dba Vagabond Inn Executive – San Francisco Airport Bayfront ("Owner") and the County of San Mateo ("County") entered into an Emergency Occupancy Agreement ("Agreement"), dated the 20<sup>th</sup> day of April, 2020 authorizing County's use of up to eighty-seven (87) rooms at the hotel located at 1640 Old Bayshore Highway, Burlingame, CA 94010 ("Vagabond Inn") on a fluctuating basis based on the actual occupancy of such rooms each day; and
- B. Owner and County wish to amend this Agreement to extend the term for an additional three (3) months, with one option to extend the term by another three (3) months.

**Agreement**

For good and valuable consideration as herein set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM:** (Section 2) Notwithstanding any other references to the term of the Agreement, the term ("Term") is hereby extended from August 1, 2020, through October 31, 2020, with such rights of termination as provided by the Agreement. Provided County is in compliance with all terms and conditions as set forth, the Term may be extended past October 31, 2020, for another three (3) months, through January 31, 2020, upon County's written notice provided to Owner by September 30, 2020, with such rights of termination as provided by the Agreement.
2. **EFFECTIVE DATE: APPROVAL.** This First Amendment shall become effective ("Effective Date") by execution of the County Manager, or designee, and by Owner, or designee.

3. **COUNTERPARTS:** This First Amendment may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.
4. **NO FURTHER AMENDMENT: CONFLICTS.** All the terms and conditions of the Agreement remain in full force and effect except as expressly provided in this First Amendment. The Agreement as amended constitutes the entire agreement between County and Owner regarding the Vagabond Inn and may not be modified except by an instrument in writing duly executed by the County and Owner. In the event any conflicts between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

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**IN WITNESS WHEREOF, this FIRST AMENDMENT TO EMERGENCY OCCUPANCY RATE AGREEMENT has been executed by the parties hereto as of the dates written below.**

COUNTY OF SAM MATEO "COUNTY"

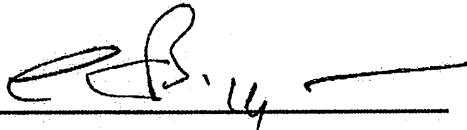
By: 

Iliana Rodriguez, Deputy County Manager  
Name and Title

Date: June 30, 2020

VISTA INVESTMENTS MGMT. CO. DBA VAGABOND INN EXECUTIVE - SAN FRANCISCO AIRPORT

BAYFRONT "OWNER"

By: 

LES BIGGINS, CFO  
Name and Title

Date: 6/30/2020