

STATE OF CALIFORNIA

EMERGENCY OCCUPANCY AGREEMENT FORM

<u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT</u> Fairfield Inn & Suites San Carlos 555 Skyway Road San Carlos, CA 94070
<u>OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 81-4256736
<u>OWNER AGENCY</u> GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this 10th day of March 2020 by and between

**GRM FISC, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY**

hereinafter called the Owner, without distinction as to number or gender, and the State of California, acting by and through the Director of the Governor's Office of Emergency Services, pursuant to Government Code section 8550 et seq., hereinafter called the State.

WITNESSETH

Description

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

The entire Fairfield & Inn Suites San Carlos Hotel located at 555 Skyway Road, San Carlos, CA 94070 as outlined in red on the attached Exhibit "A" aerial site plan, consisting of one (1) page, dated 03/10/2020, said Exhibit "A", hereby being incorporated into this occupancy agreement, and including all nonexclusive unobstructed parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The State shall have access to and use of the occupied premises set forth in this occupancy agreement 24 hours per day, seven (7) days per week with no exceptions.

Term

2. The term of this occupancy agreement shall commence on March 11, 2020, and shall continue month to month, with such rights of termination as may be hereinafter expressly set forth.

**Early
Termination**

3. The State may terminate this occupancy agreement at any time by giving written notice to the Owner at least forty-five (45) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

Rent

4. Rental payments shall be paid by the State, from legally available funds and subject to the California Constitution, in arrears on the last day of each month during said term as follows:

FOUR HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED NINETY-SEVEN AND 39/100 DOLLARS (\$484,797.39) FROM MARCH 11, 2020 THROUGH MARCH 31, 2020 THEN

SIX HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED SIXTY-SEVEN AND 70/100 DOLLARS (\$692,567.70) FROM APRIL 1, 2020 THROUGH APRIL 30, 2020 AND MONTHLY THEREAFTER

THE DAILY RATE FOR PURPOSES OF THE ABOVE CALCULATIONS IS BASED ON \$23,085.59 PER DAY.

Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Remainder of Page Intentionally Left Blank

Notices

5. 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: GRM FISC, LLC

388 2ND Avenue

San Francisco, CA 94118

Phone No.: (415) 685-5962

Hotel No.: (650) 631-0777

Email: andrecferrigno@gmail.com

To the State: Governor's Office of Emergency Services

3650 Schriever Avenue

Mather, CA 95655

Phone No.: (916) 845-8815

FAX No.: (916) 845-8511

Email: Jennifer.bollinger @caloes.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: GRM FISC, LLC

and mailed to: 388 2ND Avenue

San Francisco, CA 94118

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Parking

6. Parking spaces, upon commencement of the occupancy agreement, shall be unobstructed and completely accessible for State's use.

Services, Utilities, and Supplies

7. Owner, at Owner's sole cost and expense, during the term of this occupancy agreement shall furnish the following services, utilities, and supplies to the area occupied by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other users, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.

**Repair and
Maintenance**

8. During the term of this occupancy agreement, the State shall maintain the occupied premises in good repair.

**Assignment
and
Subletting**

9. The State shall not assign this occupancy agreement without prior written consent of the Owner, which shall not be unreasonably withheld, but shall in any event have the right to sublet the occupied premises.

**Quiet
Possession**

10. The Owner agrees that the State, 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 occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

Destruction

11. If the occupied 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 occupied 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 State 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, State, 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 rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and State.

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

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the occupied premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the State's request, the Owner shall immediately identify an appropriate route through the building to access the State occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its occupied space.

**Subrogation
Waived**

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

**Prevailing
Wage
Provision**

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

- 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**

14. During the performance 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 State agency to implement such article.

Holding Over

15. In the event the State 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 forty-five day (45) days termination by the State and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Owner for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State 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 State occupies the premises following the effective date of termination.

Surrender of Possession

16. Upon termination or expiration of this occupancy agreement, the State will peacefully surrender to the Owner the occupied premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Owner is responsible pursuant to this occupancy agreement.

Time of Essence, Binding upon Successors

17. 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

18. 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.

Insurance

19. Owner understands and agrees to the following:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link:

<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim>

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

21. State 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 Owner or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the State's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the State shall indemnify, defend, and hold harmless any of these individuals against such liability, to the extent authorized by Government Code section 14662.5. Where the State is found to be in breach of this provision due to the issuance or a government order directing the State to cease and desist any illegal action in connection with a hazardous substance, or to

remediate a contaminated condition caused by the State or any person acting under State's direct control and authority, State shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by Owner in connection with or in response to such government order, to the extent authorized by Government Code section 14662.5. In the event a government order is issued naming the State or the State incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the State's obligations and occupancy under this occupancy agreement or which were not caused by the State, Owner shall hold harmless, indemnify, and defend the State in connection therewith and shall be solely responsible as between State and Owner for all efforts and expenses thereto.

**Restoration of
Premises**

22. Upon termination of this Occupancy agreement, Owner agrees that the equipment installed by the State shall be and remain the property of the State, and State shall remove such property when vacating the premises. State shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. State shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

Access

23. Owner shall allow State or its agents to enter the premises as of 0800 on 03/11/2020 to stage and prepare the property for tenants, or other parties, or for any other purpose State deems necessary.

**Hotel Staff
Compensation**

24. Owner warrants that this Occupancy agreement will not impact the employment status of any hotel staff for the duration of this Occupancy agreement. Owner and/or its agents shall ensure that all hotel staff will receive the same compensation as they would otherwise have received absent any state occupancy, whether they are reassigned to another hotel or relieved of duty for the duration of the occupancy agreement.

**Operational
Hand-off**

25. Owner shall provide operational hand-off with instructions as needed and as of the occupancy agreement occupancy date of March 11, 2020, the hotel shall be completely vacated and no staff will be permitted to enter without prior authorization from State.

IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below

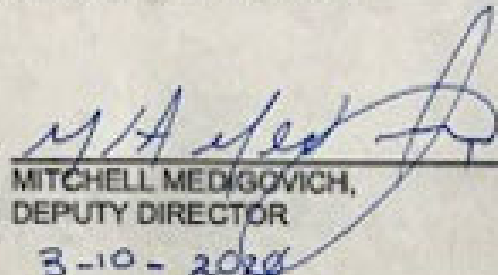
STATE OF CALIFORNIA

OWNER

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

GRM FISC, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

By



MITCHELL MEDIGOVICH,
DEPUTY DIRECTOR

3-10-2020

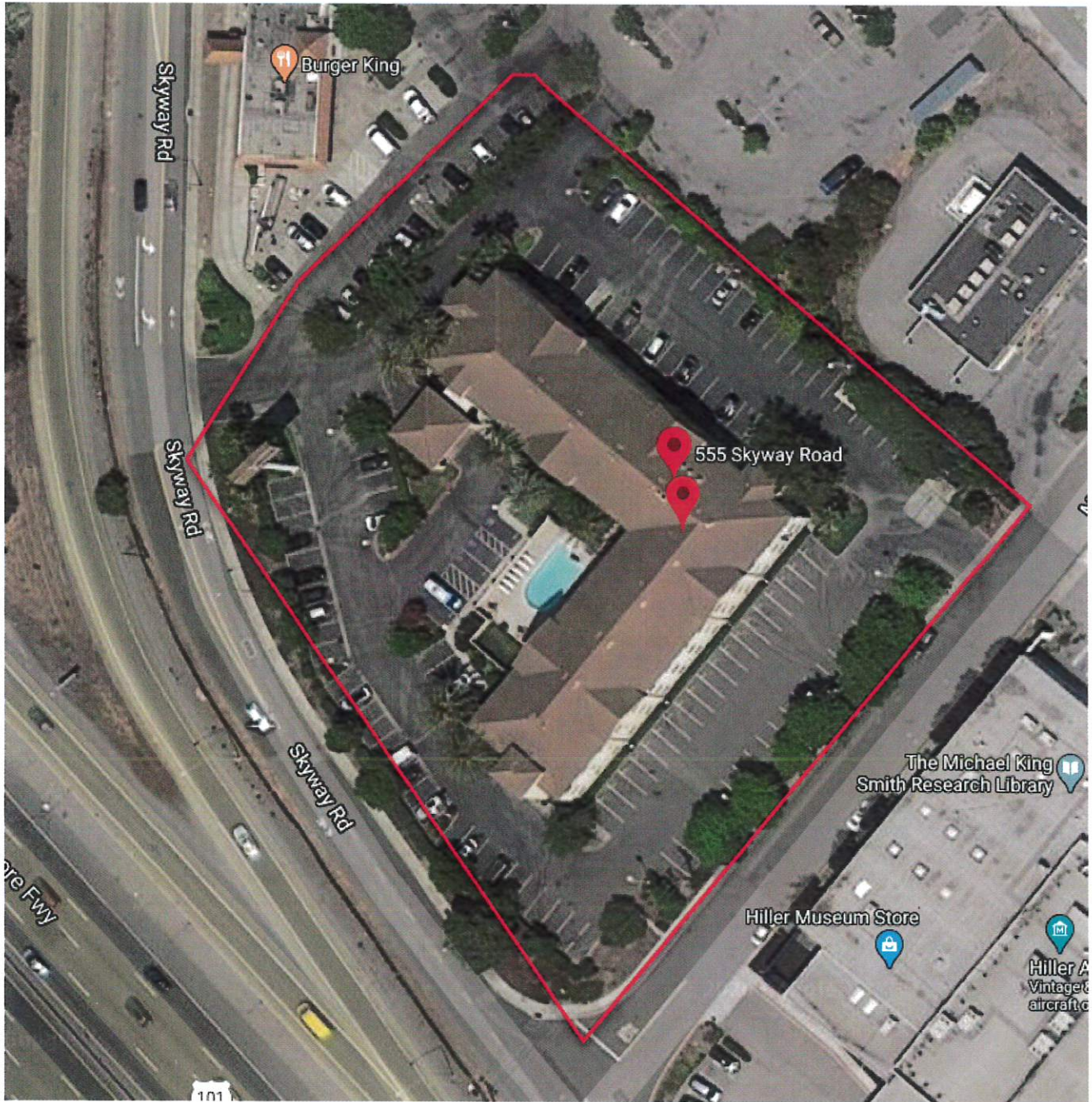
By



ANDRE FERRIGNO, AUTHORIZED SIGNATOR

Date

3-10-2020



DATE: 3/10/2020						
			PROJECT: HOTEL AGENCY: OFFICE OF EMERGENCY SERVICES LOCATION: 555 SKYWAY RD. SAN CARLOS, CA 94070			EXHIBIT A SHEET NO. 1 OF 1

STATE OF CALIFORNIA

AMENDMENT NO. 1 TO EMERGENCY OCCUPANCY AGREEMENT

<u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT</u> Fairfield Inn & Suites San Carlos 555 Skyway Road San Carlos, CA 94070
<u>LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> 81-4256736
<u>TENANT AGENCY</u> GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Preamble

THIS **AMENDMENT NUMBER 1** TO OCCUPANCY AGREEMENT (hereinafter, the "Amendment") is created March 20, 2020, and shall be added to the Occupancy Agreement (hereinafter, the "Agreement") covering premises located at Fairfield Inn & Suites San Carlos, 555 Skyway Road, San Carlos, CA 94070, dated March 10, 2020, between

**GRM FISC, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY**

hereinafter called the Owner, without distinction as to number or gender, and the State of California, acting by and through the Director of the Governor's Office of Emergency Services, pursuant to Government Code section 8550 et seq., hereinafter called the State. **The Agreement and this Amendment is entered into 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 is directly related to that emergency and necessary for the preservation of public health and safety.**

WITNESSETH

Remedies

26. Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the Agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

Clean Air Act

27. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

28. The Owner agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to the Department of Resources Recycling and Recovery, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

29. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water
Pollution
Control Act**

30. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

31. The Owner agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

32. The Owner agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Debarment
and
Suspension
Clause**

33. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

34. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

35. This certification is a material representation of fact relied upon by the State. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

36. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-
Lobbying
Clause**

37. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Owners who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

- A. 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.
- B. 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 any 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- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

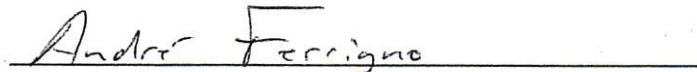
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Owner's Authorized Official



Name and Title of Owner's Authorized Official

Date: 3/20/2020

**Procurement
of Recovered
Materials**

38. In the performance of this Agreement the Owner shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

39. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**Access to
Records**

40. The following access to records requirements apply to this Agreement:

- A. The Owner agrees to provide State, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
- C. The Owner agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the State and the Owner acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United State.

**DHS Seal,
Logo, and
Flags**

42. The Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**Compliance
with Federal
Law,
Regulations,
and Executive
Orders**

43. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The Owner will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**No Obligation
by Federal
Government**

44. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Owner, or any other party pertaining to any matter resulting from the contract.

**Program
Fraud and
False or
Fraudulent
Statements or
Related Acts**

45. The Owner acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Owner's action pertaining to this Agreement.

IN WITNESS WHEREOF, the Owner and the State agree to this Amendment Number 1. Any changes made by the Amendment to the Agreement are legally binding upon signature of the Owner and the State below,

STATE OF CALIFORNIA

OWNER

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

GRM FISC, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

By 
MITCHELL MEDIGOVICH,
DEPUTY DIRECTOR

By 
ANDRE FERRIGNO, AUTHORIZED SIGNATORY

Date 3/22/2020

Date 3/20/2020



April 30, 2020

Andre Ferrigno
GRM FISC, LLC
388 2nd Avenue
San Francisco, CA 94118

Re: Fairfield Inn & Suites at 555 Skyway Road, San Carlos

Dear Mr. Ferrigno,

Thank you for your partnership with the state of California in support of the fight against COVID-19.

This letter serves to provide written notice that the Governor's Office of Emergency Services (Cal OES) is terminating the Emergency Occupancy Agreement on April 30, 2020 with an effective date of June 14, 2020. Cal OES will schedule a walk-through of the Fairfield Inn & Suites at 555 Skyway Road prior to the effective date of the termination.

Please prepare your final invoice and submit it to Michelle Lewis, Chief of Cal OES Accounting Division at Michelle.leweis@caloes.ca.gov.

Sincerely,



MITCHELL MEDIGOVICH
Deputy Director

