

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

AGREEMENT NUMBER

19-11069

AMENDMENT NUMBER

A01

Purchasing Authority Number

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

SBH Natomas LLC

2. The term of this Agreement is:

START DATE

3/31/2020

THROUGH END DATE

6/30/2020

3. The maximum amount of this Agreement after this Amendment is:

\$3,000,000.00

Three Million Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Amendment is to increase contract amount by \$1,000,000.00 making the new total contract amount \$3,000,000.00 in order to compensate contractor for services and costs described in the attached Exhibit B and Exhibit D of this amendment.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

SBH Natomas LLC

CONTRACTOR BUSINESS ADDRESS

500 J Street, 4th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Jeffrey K. Dorso

TITLE

SVP and General Counsel

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/7/20

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/7/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID-19

EXHIBIT D

AMENDMENT 1 TO SHORT TERM USE AGREEMENT

This first Amendment (the "Amendment") amends the Short-Term Use Agreement (Agreement Number 19-11069 or "Agreement") between California Department of Public Health ("Licensee") and SBH Natomas LLC ("Licensor").

RECITALS

- A. Whereas Licensor owns the Sleep Train Arena, adjacent practice facility, and surrounding parking facilities;
- B. Whereas Licensor and Licensee entered a Short-Term Use Agreement dated April 1, 2020 for Licensee to have the exclusive use of the Sleep Train Arena, and identified parking facilities; and
- C. Whereas Licensor and Licensee now desire to amend the Short-Term Use Agreement to expressly add this Amendment 1 to include the practice facility as part of the Property (along with Exhibits A and B in the Agreement), and add service rates by which Licensee may request services from Licensor.

AMENDMENT

The Parties hereby agree to amend and augment the Agreement as follows:

- 1. Attachment A. The parties agree to augment Exhibit A in the Agreement with Attachment A attached herein, which expressly incorporates the practice facility as part of the definition of Arena and as part of the Property covered by the Agreement.
- 2. Attachment B. The parties agree that Licensee may request Licensor to perform services at the Property for Licensee. To the extent such services are requested, Licensee shall designate, in writing, up to two (2) individuals authorized to request such work. Licensor shall designate, in writing, one (1) person to approve such requests. Licensee may request up to \$1,000,000 in services pursuant to this Amendment. Any authorization beyond that will require a subsequent amendment. Licensee shall have sole discretion whether to accept and perform any requested services. To the extent work is accepted and performed, Licensee shall invoice Licensor monthly, along with its other reimbursable costs. Licensee shall pay such invoice within fifteen (15) business days.
- 3. Remaining Terms Unmodified

Any and all other terms and conditions of the Agreement that are not hereby expressly modified by this Amendment shall remain in full force and effect.

- 4. Conflict

Wherever there is any conflict between this Amendment and the Agreement, the provisions of this Amendment shall control.

The parties hereby agree to this Amendment.

LICENSOR:

SBH NATOMAS LLC

Signature:  _____

Name: JEFF DORSO

Title: SVP AND GC

Date: 4/6/20

LICENSEE:

CALIFORNIA DEPARTMENT OF PUBLIC
HEALTH

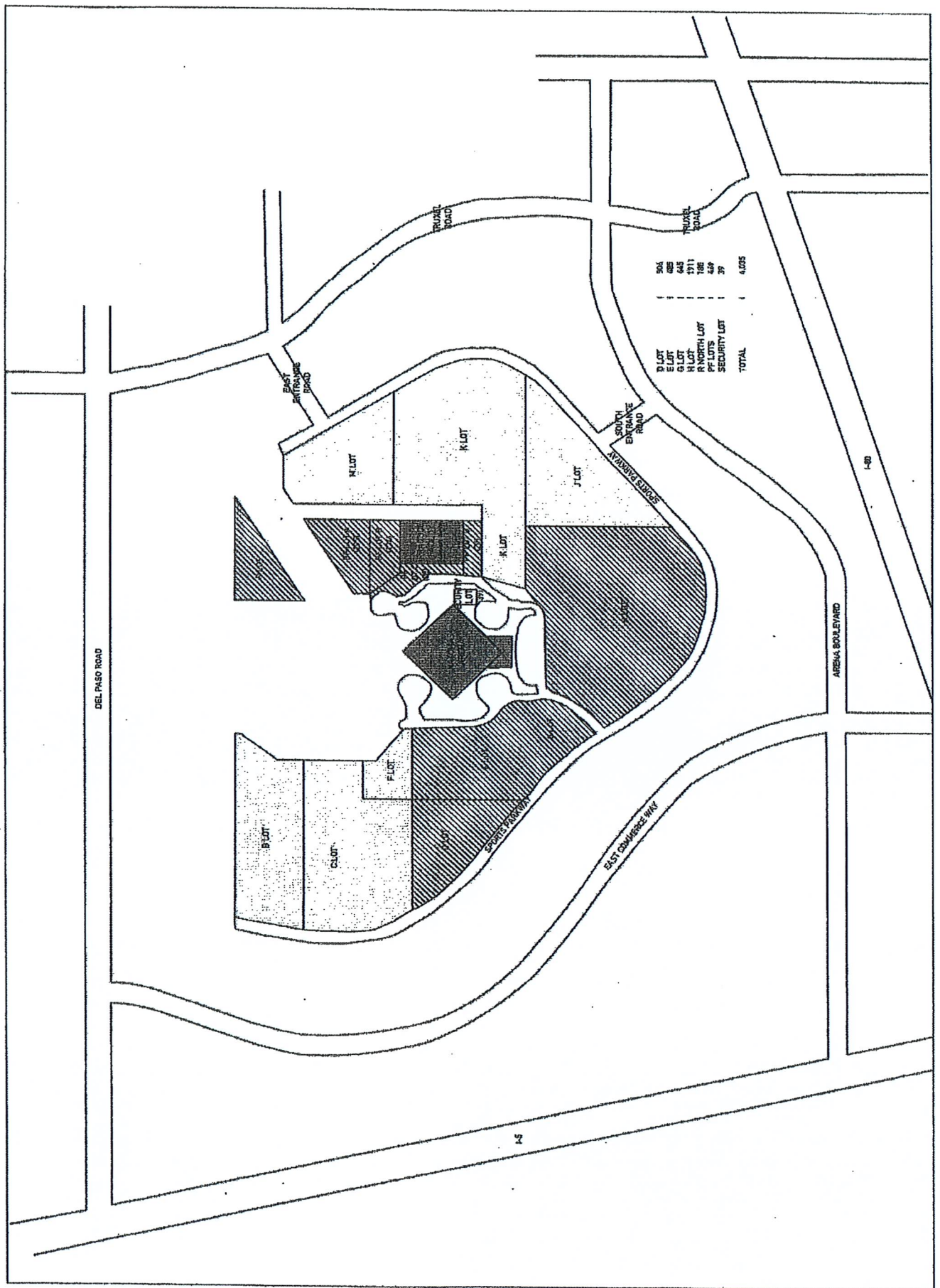
Signature:  _____

Name: TIMOTHY BOW

Title: PROCUREMENT OFFICER

Date: 4/7/20

ATTACHMENT A
ARENA AND PRACTICE FACILITY



ATTACHMENT B
RATE SHEET

Sacramento Kings/Golden 1 Center/Sleep Train Arena

Position	Hourly Wage	
Mission Control Operator	\$ 16.00	
Guest Services/Ambassador/Greeter	\$ 18.00	IATSE-B66
First Aid / EMT	\$ 19.00	
Parking Attendant	\$ 20.00	
Shipping / Receiving Clerk	\$ 24.00	
Security Officers	\$ 25.00	ASOA
Human Resources Assistant	\$ 25.00	
Parking Supervisor	\$ 26.00	
Security Supervisors	\$ 29.00	
Utility Services- General	\$ 32.00	SEIU
Utility Supervisor	\$ 34.00	SEIU
Housekeeping	\$ 35.00	SEIU
Receptionist	\$ 36.00	
Accounts Payable	\$ 36.00	
Housekeeping Supervisor	\$ 37.00	SIEU
IT Desktop Technician	\$ 40.00	
Shipping / Receiving Manager	\$ 40.00	
Fleet Manager	\$ 43.00	
IT Systems Administrator	\$ 47.00	
Executive Assistant	\$ 50.00	
Project Manager	\$ 50.00	
Security Manager	\$ 55.00	
Human Resources / Safety Manager	\$ 65.00	
Accountant	\$ 65.00	
Engineer	\$ 72.00	Local 39
Network Administrator	\$ 83.00	
Sr. Engineer	\$ 90.00	Local 39

All overtime hours worked will be billable at the standard overtime rate of time and one-half (1.5x) over the straight time hourly rate.