

Amended Sublease Agreement

THIS Amended Sublease Agreement ("Sublease") is made and entered into this this 6TH day of April, 2020, by and between JPAM Care & Rehabilitation Center, Inc. d/b/a Sisters Mission ("**Sublessor**"), and the City of St. Louis, Missouri, by and through the Director of Health & Hospitals/Health Commissioner, Dr. Frederick Echols, M.D. ("**Sublessee**").

Whereby Dr. Echols has determined that incurring the expenses herein is necessary to suppress or mitigate a contagious disease pursuant to Art XIII, section 14-C(c) of the Charter.

NOW THEREFORE, IN CONSIDERATION OF Sublessor leasing certain premises to Sublessee, and other good and valuable consideration, including the mutual promises and covenants by the parties herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Premises and Use.** Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, subject to the terms and conditions of this Sublease, the location as described upon **Exhibit A**, attached hereto and incorporated by this reference (the "**Premises**"), which refers collectively to the initial Primary Premises and an optional Expanded Premises, together with services provided by Sublessor as described herein. The Premises shall be used for the purpose of operating a shelter facility for the City's homeless population during the COVID-19 pandemic to prevent possible community spread and assuring public health and safety.
- 2. Term.** This Lease shall commence on April 6, 2020 and continue for a term of sixty (60) days (the "**Term**"). The Term may be extended for additional sixty (60) day periods (the "**Extension Term**") with seven (7) day written notice in advance of the expiration of the existing Term given by Sublessee to Sublessor. This Sublease may be terminated by Sublessee with seven (7) day written notice in advance of the stated termination date; or with fourteen (14) day notice during any Extension Term (the "**Termination**"). The post-mark of any mailing or the time-date stamp of any

electronic (email) communication of the written notice shall be evidence of the date of the notice. Sublessee shall be responsible for prorated Sublease payments if any Extended Term is terminated prior to the end of the any such Extension Term.

3. Sublease Payments and Sublessee Obligations.

Primary Premises. Sublessee shall be obligated to pay \$40,000 per month to Sublessor during the term of the Sublease, including any Extension Terms, for the Primary Premises. The first two monthly payments for the Primary Premises shall be due to Sublessor even if Sublessee terminates the Sublease prior to the end of the initial 60-day Term.

Expanded Premises. As described in Exhibit A, Sublessee may, at its option, elect to lease all or part of the Expanded Premises, which consists of three floors. If Sublessee exercises said option, the monthly payments shall be \$26,000 for each floor leased.

Sublessee shall be obligated to:

- a. Notify Sublessor of any necessary repairs or maintenance as soon as practicable.
- b. Use reasonable diligence in the care and maintaining of the Premises, and shall not make any alteration or modification of the Premises without Sublessor's prior written approval.
- c. Designate an operator for the Premises, including appropriate caseworkers and security staff.
- d. Provide activities for residents, such as community TV, books, computer access, etc., within the criteria established by the Association for Professionals in Infection Control and the U.S. Department of Housing and Urban Development (HUD) so as to prevent the spread of infectious diseases among residents.
- e. Provide security, supervision and case management. Each floor will be staffed in accordance with HUD and Center for Disease Control guidelines. With respect to security, the Parties will mutually agree to staff assignments and make adjustments as needed.

4. Obligations of Sublessor.

In consideration for the Sublease payments required in

Section 3 of this Sublease, Sublessee shall be entitled to use and occupy the Premises and, in addition, Sublessor shall be required to provide the following for guests at the Premises at no additional cost:

- a. Sublessor shall provide food service to all occupants, a minimum of three meals a day.
- b. Sublessor shall provide air mattresses and daily linen and laundry service for all occupants.
- c. Sublessor shall furnish all utilities, including but not limited to all lighting, heating, cooling, electric, sewer, water (hot and cold), standard supplies incident to the operations at the Premises (i.e., restroom soap, towels, etc.) and trash service to the Premises.
- d. Sublessor shall provide daily nursing services for patients.
- e. Sublessor shall allow Sublessee and the residents access to Sublessor's campus wifi and internet; or Sublessor may provide an alternative source of wifi and internet for residents;
- f. Sublessor shall provide janitorial services and building maintenance for the Premises, and shall make ordinary and reasonable repairs in a timely manner when notified by Sublessee.
- g. Sublessor shall provide the Premises to the Sublessee and shall comply with all laws and ordinances now in force or hereinafter enacted in respect to the use of the Premises.
- h. Sublessor shall maintain insurance upon the Premises.
- i. Sublessor shall thoroughly clean and set up each floor of the Premises for use prior to Sublessee's occupancy.
- j. Sublessor is responsible for all repairs and maintenance of the premises.

5. Liability.

Sublessee shall be responsible for any damages, claims, or causes of action for damage to persons or property which occurs on the Premises and which was caused by the action or inaction of Sublessee. Sublessee shall not be liable to Sublessor or any other person or corporation, including employees, for any damages, claims, or causes of action for damage to their persons or property which occurs on the Premises and the surrounding property which may be caused by the Sublessor's staff or by the condition of such property for any reason unless such event is directly caused by Sublessee's negligence.

6. **Notice.** Notices to Sublessee must be directed to:

Valerie Russell, Commissioner
Department of Human Services
1520 Market Street, Room
St. Louis, MO 63102
Telephone: (314) 657-1651
davisva@stlouis-mo.gov

Dr. Frederick Echols
Director of Health & Hospitals/Health Commissioner,
1520 Market Street, Suite 4045
St. Louis, MO 63103
Telephone: (314) 657-1528
echolsf@stlouis-mo.gov

With a copy to:
City Counselor
1200 Market, Room 314
St. Louis, MO 63103
Telephone: (314) 622-3361
bushj@stlouis-mo.gov

Notices to Sublessor must be directed to:

John Brencick
JPAM Care & Rehabilitation Center, Inc.
d/b/a Sisters Mission
3225 N. Florissant Avenue
St. Louis, MO 63107
oakknoll1948@yahoo.com

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. It is further agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Sublease, or regarding its alleged breach, shall be instituted in the Circuit Court of St. Louis City, Missouri (Twenty-Second Judicial Circuit) or in the United States District Court for the Eastern District of Missouri.

8. **Possible Funding Requirements.** The Parties understand and agree that the City is attempting to address threats to public health on an emergency basis and may seek

reimbursement of its costs hereunder from State or Federal agencies, including the Federal Emergency Management Agency ("FEMA"). Sublessor agrees to comply with all applicable Federal and State laws, regulations, executive orders, FEMA policies, procedures, and directives as needed to assist the City in seeking such reimbursement, including but not limited to:

- a. Compliance with the following access to records requirements: (i) Sublessor agrees to provide the City, State officials and/or Federal officials including the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Sublessor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions; (ii) Sublessor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; (iii) Sublessor agrees to provide the FEMA Administrator or his authorized representatives, if applicable, access to the work site hereunder; (iv) In compliance with the Disaster Recovery Act of 2018, the City and Sublessor 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 States or other government officials.
- b. Sublessor shall not use Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. If the City seeks financial assistance from FEMA, the Parties acknowledge and agree that FEMA financial assistance will or may be used to fund all or a portion of the Agreement. In such case, Sublessor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- d. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.
- e. Sublessor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.
- f. Sublessor 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.

9. Entire Agreement. This is the entire agreement and no amendment or modification may be made without the written, mutual agreement of the parties hereto.

10. Warranties and Representations.

The individual executing this Sublease on behalf of Subessor represents and warrants that he/she possesses full authority to execute this Sublease.

Sublessor represents and warrants that it has full authority to execute this Sublease and to perform according to the terms and provisions of this Sublease.

Dr. Frederick Echols, Director of Health & Hospitals/Health Commissioner of the City of St. Louis, is authorized to execute this Sublease on behalf of the City of

St. Louis pursuant to his emergency powers and authority under the Charter of the City of St. Louis, Article XIII, Section 14-C (c).

IN WITNESS WHEREOF, the parties have caused this Sublease to be signed by their authorized officials the day and year first above written.

SUBLESSEE

CITY OF ST. LOUIS

By:  4/10/2020

Dr. Frederick Echols, Director of Health & Hospitals/Health Commissioner of the City of St. Louis

SUBLESSOR:

JPAM Care & Rehabilitation Center, Inc. d/b/a Sisters Mission

By: 

Print Name: JOHN BRENCIK

Title: DIRECTOR

EXHIBIT A

THE PREMISES

The building, commonly known as the convent, located at 3225 N. Florissant Avenue, St. Louis, MO 63107. As used herein, the term "Premises" refers collectively to the Primary Premises and the Expanded Premises.

Primary Premises: The Primary Premises, depicted in the attached floor plans, consists of two stories and includes common areas community space on the first floor and 26 rooms for living quarters.

Expanded Premises: Sublessee may, at its option, lease additional space in the building commonly known as the Tower.

Sublessee may lease part or all of three additional floors upon notice provided to Sublessor at least 72 hours before Sublessee occupies any portion of the Expanded Premises. Each of the three floors has 17 rooms for guests.