

# Issue Analysis Form (rev. July 2013)



**Date:** January 12, 2021  
**Item:** Emergency Hotel Agreement amended  
**Lead Department(s):** County Administration  
**Contact Person(s):** Jeffrey Stoke, Deputy County Administrator

## Description and Current Status

As an emergency quarantine option for Prince George County personnel, especially front line workers, staff has developed an emergency hotel agreement with Kalyan Hospitality to utilize two hotels at Exit 45 on South Crater Road. Any County staff wishing to quarantine away from their home would be afforded this option. The two hotels are the Hampton Inn and Holiday Inn Express. The contract is similar to one executed by Dinwiddie County on April 7, 2020. Amended - the company has requested that the Holiday Inn Express in Hopewell be added to the list of available hotels.

## Government Path

- |  |   |  |
|--|---|--|
| Does this require IDA action?                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Does this require BZA action?                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Does this require Planning Commission action?  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Does this require a public hearing?            | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

If so, before what date?

Funding would come from County general fund. Agreement is the same except for adding the Holiday Inn Express in Hopewell as a possible location.

## Fiscal Impact Statement

Unknown. Depends on County staff need until pandemic subsides.

## County Impact

Allows working County staff who test positive to COVID-19 or are exposed to a positive case to quarantine away from home, if necessary.

## Notes

Board of Supervisors  
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 12th day of January, 2021:

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Present:

Floyd M. Brown, Jr., Chairman  
Marlene J. Waymack, Vice-Chair  
Alan R. Carmichael  
Donald Hunter  
T. J. Webb

Vote:

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A-3

On motion of Mr. , seconded by Mr. , which carried unanimously, the following Resolution was adopted:

RESOLUTION; AUTHORIZE CONTRACT AMENDMENT BETWEEN PRINCE GEORGE COUNTY, VIRGINIA AND KALYAN HOSPITALITY RELATING TO EMERGENCY HOTEL ROOMS FOR STAFF QUARANTINE FOR COVID-19

BE IT RESOLVED, that the Prince George County Board of Supervisors this 12<sup>th</sup> day of January, 2021, does hereby authorize the County Administrator to execute a Contract amendment between Prince George County and Kalyan Hospitality.

A Copy Teste:

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Percy C. Ashcraft  
County Administrator

**AMENDMENT TO CONTRACT WITH PRINCE GEORGE COUNTY**  
**FOR NON-CONGREGATE SHELTERING**  
**(COVID-19)**

The Amendment to the Agreement (the “Amendment”) is made this \_\_\_\_ day of January, 2021, by and between the following:

- Kalyan II, Inc. (Holiday Inn Express)  
11979 South Crater Road, South Prince George, VA 23805
- Horizon Partners II, LLC (Hampton Inn & Suites by Horizon)  
11909 South Crater Road, South Prince George, VA 23805
- Chester Hotel Partners, LLC (Holiday Inn Express)  
3952 Courthouse Road, Hopewell, VA 23860

(all parties of the first part, and hereinafter known as “Contractor”),

and the **County of Prince George, Virginia** (party of the second part, and hereinafter known as “County”).

**WHEREAS**, the County Board of Supervisors approved an agreement (the “Agreement”) by resolution on June 9, 2020 between the County and Kalyan II, Inc. and Horizon Partners II, LCC to provide hotel accommodations during COVID-19 to serve as shelter if the County’s public safety, public health, volunteers or other staff need to be quarantined per directive by the Virginia Department of Health; and

**WHEREAS**, County and Contractor both desire to add Chester Hotel Partners, LLC as a party to the Agreement; and

**WHEREAS**, Chester Hotel Partners, LLC owns Holiday Inn Express – Hopewell which will serve as an additional option for accommodations.

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Accommodations.** The Contractor shall provide the following accommodations during COVID19 to serve as shelter for County employees or volunteers:
  - a) Holiday Inn Express  
11979 South Crater Road, South Prince George, VA 23805
  - b) Hampton Inn & Suites by Horizon  
11909 South Crater Road, South Prince George, VA 23805
  - c) Holiday Inn Express – Hopewell  
3952 Courthouse Road, Hopewell, VA 23860
2. **Costs.** Contractor agrees to provide accommodations at the following rates (the “Contract Price”):

Daily Rate	\$89 plus tax per night
Weekly	\$79 plus tax per night

14 or more days      \$69 plus tax per night

Payment shall be made by credit card or by Prince George County Check within thirty (30) days after receipt of invoice.

3. **Counterparts.** This Amendment may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
4. **Severability.** If any provision of this Amendment is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
5. **Enforcement.** This Amendment shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Amendment shall lie in the Circuit Court of the County of Prince George, Virginia, and such litigation shall be brought only in such courts.
6. **Entire Agreement.** This Amendment is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party.
7. **Miscellaneous.** All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract.
8. **Other Terms of the Agreement** – All other terms and conditions of the Agreement remain in full force and effect and shall remain binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day first written above.

**County of Prince George, Virginia**

\_\_\_\_\_  
 Name: Percy Ashcraft  
 Title: County Administrator  
 Date: \_\_\_\_\_

**Kalyan II, Inc.**

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Horizon Partner II, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Chester Hotel Partners, LLC**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dan Whitten,  
County Attorney