

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

23-1370 A-2

SAP Number

Office of Homeless Services

Department Contract Representative	Marcus Dillard, Chief
Telephone Number	(909) 501-0644
Contractor	SB Express One, LLC dba Super 8 San Bernardino
Contractor Representative	Dipak Patel
Telephone Number	(909) 437-2775
Contract Term	12/19/2023 through 06/30/2025
Original Contract Amount	\$807,507
Amendment No. 1	\$0
Amendment No. 2	\$734,368.56
Total Contract Amount	\$1,541,875.56
Cost Center	6210001000

IT IS HEREBY AGREED AS FOLLOWS:

**CONTRACT NO. 23-1370
AMENDMENT No. 2**

WHEREAS, San Bernardino County (County) and SB Express One, LLC dba Super 8 San Bernardino (Contractor) entered into Contract No. 23-1370, with an original contract amount of \$807,507, and contract term from December 19, 2023, through June 30, 2024; and

WHEREAS, the parties desire to amend Contract No. 23-1370, to revise ATTACHMENT B – Scope of Services, and ATTACHMENT C – Payment Provisions, effective on July 1, 2024, and extending the contract for an additional year, until June 30, 2025; and

NOW, THEREFORE, the parties agree to amend Contract No. 23-1370 with Amendment No. 2, to amend and replace ATTACHMENT B – Scope of Services, and ATTACHMENT C – Payment Provisions, and the following changes are made effective on July 1, 2024:

SECTION B. CONTRACTOR RESPONSIBILITIES

Amend B.3 Period of Performance to read as follows:

This Agreement shall be effective on December 19, 2023 and continues in effect through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. COUNTY and CONTRACTOR agree that all services provided to the Target Population and Shelter Program Participants are estimated to be, and shall be, fully performed by June 30, 2025.

SECTION D. TERM OF CONTRACT

Amend paragraph to read as follows:

This Contract is effective as of December 19, 2023 and expires June 30, 2025 but may be terminated earlier in accordance with provisions of this Contract.

SECTION F. FISCAL PROVISIONS

Amend paragraph F.1 to read as follows:

The maximum amount of payment under this Contract shall not exceed \$1,541,875.56 and shall be subject to the availability of ERF and ARPA funds to the County. Method, time and conditions of payment are in Attachment C of this agreement and are incorporated by this reference. Contractor acknowledges that because this Contract is funded by State and Federal funds, that it will comply with all applicable laws, regulations, and procedures regarding the ERF and ARPA funds.

ATTACHMENT B is amended as attached.

ATTACHMENT C is amended as attached.

ATTACHMENT D is added as attached.

All other terms and conditions of Contract No. 23-1370 remain in full force and effect.

COUNTERPART EXECUTION

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmissions), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

SB Express One, LLC dba Super 8 San Bernardino
(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Dipak Patel
(Print or type name of person signing contract)

Title Owner
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Dated: _____

Address 205 E. Hospitality Lane
San Bernardino, CA 92408

COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

►

Suzanne Bryant, Deputy County Counsel

►

►

Marcus Dillard, Chief of Homeless Services

Date _____

Date _____

Date _____

ATTACHMENT B
Scope of Services

A. Project Description
Non-congregate Sheltering Services

With the awarded **ERF Program and ARPA** funding, CONTRACTOR will provide non-congregate sheltering to homeless individuals coming from the Santa Ana Riverbed to CONTRACTOR's premises, described as Super 8 San Bernardino, located at 205 E. Hospitality Lane, San Bernardino, CA 92408.

CONTRACTOR agrees to the following:

1. Provide a maximum of 50 pet-free rooms per day.
2. Provide, at Contractor's sole cost and expense, the following services and utilities:
 - a. Sewer, trash disposal, and water service (both hot and cold water to the lavatories).
 - b. Electricity and gas as necessary for heating, ventilating, and air conditioning.
 - c. Fire alarm systems.
 - d. Security service (24/7).
 - e. Free parking for guests with personal vehicles (no recreational vehicles or campers).

In the event of failure of Contractor to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and may deduct the amount thereof, including administrative costs, from the payments due hereunder.

3. Furnish, at Contractor's sole cost and expense, the following amenities:
 - a. Private in-room bathroom with shower with toiletries provided twice per week.
 - b. Refrigerator and Microwave in room.
 - c. Cable television.
 - d. Internet.
 - e. Coffee and juice in lobby.
 - f. Housekeeping service (every 3 days).
 - g. Air conditioning and heating.
 - h. Electronic locks with deadbolts.
4. Shall, at Contractor's sole cost and expense, maintain the premises and property in compliance with all applicable laws for the duration of the Agreement. In the event of a breach of the foregoing representations, warranties, or covenants herein, Contractor shall, at its sole cost and expense, promptly remedy any non-compliance with law and indemnify, defend (with counsel reasonably approved by County), and hold harmless County and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of or related to said breach.
5. Program Integration:
Contractor will collaborate with the Office of Homeless Services (OHS) in the following ways:
 - a. Coordinating Shelter Program Participant referrals and accommodations through

approved County contractors, County Sheriff's Department, Department of Behavior Health or County OHS.

- b. Sharing relevant information to ensure smooth check-in and stay.
- c. Maintaining open communication channels with county representatives to address any issues or updates.

6. Quality Assurance:

Contractor shall provide a high standard of service, including:

- a. Regular maintenance of rooms and facilities to ensure cleanliness and functionality.
- b. Prompt response to feedback and concerns to improve the overall experience.

7. Duration of Accommodation:

The duration of each Shelter Program Participant's stay will be determined by the OHS. Extensions or adjustments to the stay period will be communicated and coordinated with the OHS. Shelter Program Participants shall not have their continued occupancy in the Super 8 San Bernardino, located at 205 E. Hospitality Lane, San Bernardino, CA 92408 constitute a new tenancy and shall not be considered persons who hire pursuant to Civil Code section 1940 for the purposes of Code of Civil Procedure Section 1161.

B. Project Detail

Project Component Type:	Service
Funding Costs for:	Pet Free Rooms Maximum 50
Population Focus:	Individuals located at encampment sites throughout the Santa Ana Riverbed

C. Performance Measurements Outcome Statement

1. Outcomes (Data Analysis)

Contractor shall make available up to 50 rooms at any time.

D. # of Persons Served: _____ 150 Persons

ATTACHMENT C
Payment Provisions

A. METHOD, TIME AND CONDITION OF PAYMENT

- a. CONTRACTOR shall be reimbursed by the County an all-inclusive daily room rate of \$119.63 per pet-free room (which includes housekeeping, taxes and fees) for an amount not to exceed \$1,541,875.56 over the term of this agreement. Said funds shall be sent according to the Budget shown below:

Daily Room Rate \$119.63	Cost per Day	Cost per Month (Based on 30 days)
Maximum 50 rooms per day	\$5,981.50	\$179,445
Total reimbursement for rooms and social services shall not exceed \$1,541,875.56 over the term of this agreement		

- b. CONTRACTOR shall be reimbursed for eligible costs only. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis and no later than fifteen (15) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.
- c. With each claim for reimbursement of eligible costs, CONTRACTOR shall submit:
1. Itemized monthly invoices on company letterhead listing eligible costs for reimbursement.
 2. The Itemized monthly invoice must include:
 - a) The month covered.
 - b) The number of rooms occupied.
 - c) The first and last name of each occupant.
 - d) The check-in date.
 - e) The check-out date.
- d. All completed claims submitted in a timely manner shall be processed within thirty (30) calendar days. Once a claim is reviewed and approved, COUNTY shall submit for payment through the Auditor-Controller/Treasurer/Tax Collector (ATC). Payment terms are NET 60 days from the invoice date.
- e. All Encampment Resolution Grant Funds shall be expended by June 30, 2024. All American Rescue Plan Act Grant Funds shall be expended by the termination date of this agreement.
- f. CONTRACTOR shall be reimbursed by the County for the following expenses:

Services	Cost per Day, Per Person	Cost per Month (Based on 30 days)
Transportation, Meals, Laundry Services	\$52.00	\$1,560.00
Total reimbursement for rooms and social services shall not exceed \$1,541,875.56 over the term of this agreement		

g. Total reimbursement for rooms, additional services, and security shall not exceed \$1,541,875.56.

B. PAYMENTS

CONTRACTOR shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

C. WITHHELD PAYMENTS

Payments to CONTRACTOR may be withheld by COUNTY if CONTRACTOR fails to comply with any provision of this agreement.

D. DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with this Agreement, CONTRACTOR shall be required to promptly reimburse these funds to COUNTY and shall be prohibited from submitting to COUNTY reimbursement requests for subsequent ERF Program funds until COUNTY is fully reimbursed or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

E. FISCAL ACCOUNTABILITY

- a. CONTRACTOR agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.
- b. CONTRACTOR must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards.

F. BUDGET AMENDMENTS

CONTRACTOR shall make no changes to the budget without first obtaining written approval from the COUNTY. Any budget amendments must be requested by the CONTRACTOR in writing.

G. FINAL REIMBURSEMENT

Unless approved by OHS in writing, all final requests for reimbursement of authorized ERF expenditures under this Agreement must be submitted to OHS no later than June 15, 2024. All final requests for reimbursement for ARPA expenditures under this Agreement must be submitted to OHS no later than June 30, 2025.

ATTACHMENT D

COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND (LATCF) FEDERAL GUIDELINES USE OF ARPA LATCF AND REQUIREMENTS

This Contract may be funded in whole or in part with funds provided by the American Rescue Plan Act (ARPA) – Local Assistance and Tribal Consistency Fund (LATCF), *Federal Award Identification Number (FAIN): LATCF-0585 and Assistance Listing Number (formerly known as a CFDA number): 21.032*, and therefore Contractor agrees to comply with any and all LATCF requirements in addition to any and all applicable County, State, and Federal laws, regulations, policies, and procedures pertaining to the funding of this Contract. The use of the LATCF must also adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by Contractor or its subcontractor(s) in any manner that does not adhere to the LATCF requirements shall be returned or repaid to the County. Any funds paid to Contractor i) in excess of the amount to which Contractor is finally determined to be authorized to retain; ii) that are determined to have been misused; or iii) that are determined to be subject to a repayment obligation pursuant to Section 605 of the Social Security Act as added by Section 9901 of the ARPA of 2021, and have not been repaid, shall constitute a debt to the federal government. Contractor agrees to comply with the requirements of Section 605 of the Act, regulations adopted by the United States Department of the Treasury (U.S. Treasury) pursuant to the Act, and guidance issued by the U.S. Treasury regarding the foregoing. Contractor shall provide for such compliance in any agreements with subcontractor(s).

Contractor agrees to comply with the following:

- A.** The Contractor shall not use the LATCF to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.
- B.** The Contractor shall expend and account for the LATCF funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to their expenditure of and accounting for their own funds. The Contractor should also review and comply with the Build America, Buy America Act (BABA) that establishes domestic content procurement preference requirements for federal financial assistance for infrastructure unless a waiver is issued by the U.S. Treasury to this LATCF program. Expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.
- C.** The Contractor is required to possess or obtain a Unique Entity Identifier (UEI) Number from the System for Award Management (SAM) on SAM.gov, register and/or maintain an active registration with SAM on SAM.gov, and comply with the SAM requirements in 2 C.F.R. Part 25.
- D.** The Contractor acknowledges that The LATCF is considered federal financial assistance and is generally subject to laws and regulations applicable to federal financial assistance for the following provisions of 2. C.F.R. Part 200 (the Uniform Guidance):
 - 2 C.F.R. Subpart A (Acronyms);
 - 2 C.F.R. 200.100-110 (certain General Provisions);
 - 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
 - 2 C.F.R. 200.303 (internal controls);
 - and Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.
- E.** The Contractor is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. These requirements include ensuring that the Contractor does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).
- F.** The Contractor is required to provide data for post-award compliance reviews upon receipt of the request from U.S. Treasury, including information such as a narrative describing its Title VI of the Civil Rights Act of 1964 Public Law 88-352, 42 U.S.C. 2999d-1 es seq., compliance status.
- G.** The Contractor is responsible for complying with all other applicable laws including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this Contract) in the course of using the LATCF.

- H.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, San Bernardino County (County) encourages the Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.
- I.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, the County encourages the Contractor to encourage its employees and sub-contractors to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
- J.** The Contractor will be subject to audit or review by the U.S. Treasury and Government Accountability Office as the County is subject to the Single Audit Act and its implementing regulations at 2 C.F.R Part 200 Subpart F.
- K.** The Contractor shall grant the right of timely and unrestricted access to any books, documents, papers, or other records of the Contractor that are pertinent to the use of LATCF, and to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interviews and discussion related to such documents.
- L.** The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to its LATCF for a period of five years from the date of submission of the final annual report to be submitted by the County. This requirement includes documentation necessary to show compliance with the BABA, to the extent applicable to the recipient's award.
- M.** The Contractor is encouraged to establish robust protections against data breaches and misuse and to comply with applicable privacy laws because the Contractor may receive sensitive information in the course of completing projects using the LATCF.