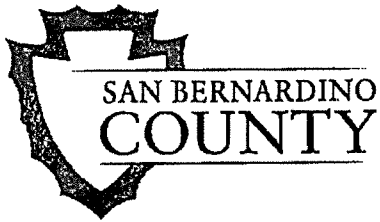


THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number****23-1370 A-1****SAP Number**

Community Development and Housing

Department Contract Representative	<u>Marcus Dillard, Chief</u>
Telephone Number	<u>(909) 501-0644</u>
Contractor	<u>SB Express One, LLC dba Super 8</u> <u>San Bernardino</u>
Contractor Representative	<u>Dipak Patel</u>
Telephone Number	<u>(909) 437-2775</u>
Contract Term	<u>12/19/2023 through 06/30/2024</u>
Original Contract Amount	<u>\$807,507</u>
Amendment No. 1	<u>\$0</u>
Total Contract Amount	<u>\$807,507</u>
Cost Center	<u>6210002496</u>

IT IS HEREBY AGREED AS FOLLOWS:

CONTRACT NO. 23-1370 AMENDMENT No. 1

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 April 23, 2024, with no change to the contract amount or the contract term.

NOW, THEREFORE, the parties agree to amend Contract No. 23-1370 with Amendment No. 1, to amend and replace ATTACHMENT B – Scope of Services, and ATTACHMENT C – Payment Provisions, and the following changes are made effective on April 26, 2024:

ATTACHMENT B is amended as attached.

ATTACHMENT C is amended 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



Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 07 2024

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


Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By  Deputy

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

By 
(Authorized signature, sign in blue ink)

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

Title Owner
(Print or Type)

Dated: April 25 2024

Address, 205 E. Hospitality Lane

San Bernardino, CA 92408

COUNTY USE ONLY

Approved as to Legal Form


Suzanne Bryant, Deputy County Counsel

Date 4/29/2024

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department


Carrie Harmon, Director of CDH

Date April 29, 2024

ATTACHMENT B Scope of Services

A. Project Description Non-congregate Sheltering Services

With the awarded **ERF Program** 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.

8. **Staffing:**

Employ a Case Worker to provide the following case management services to each occupant coming from the Santa Ana Riverbed:

- a. Individual Service and Support Plan development
- b. Coordination with medical, dental and mental health providers
- c. Coaching and crisis intervention
- d. Transportation to appointments
- e. Independent living skills coaching
- f. Linkage to education, job skills training, and employment or assistance with acquiring benefits
- g. Maintain the ongoing relationship with the Tenancy Supports staff.
- h. Work with local communities to recommend improvements and implement changes to homeless response systems.

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 \$807,507 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, social services, and Case Worker staffing shall not exceed \$807,507 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 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
Security	-	\$28,080
Total reimbursement for rooms, social services and Case Worker staffing shall not exceed \$807,507 over the term of this agreement		

- g. Total reimbursement for rooms, additional services, and security shall not exceed \$807,507.

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.