



Contract Number

21-123 A-5

SAP Number

Office of Homeless Services

Department Contract Representative	Kristin Stevens
Telephone Number	(909) 501-0644
Contractor	Orange Show Hospitality Inc.
	UEI No.: 36-4496664
Contractor Representative	Pradeep Patel
Telephone Number	(909) 888-0271
Contract Term	January 1, 2021 – June 30, 2024
Original Contract Amount	Not to exceed \$3,045,920
Amendment Amount	\$2,250,000
Total Contract Amount	Not to exceed \$5,295,920
Cost Center	6210011000

IT IS HEREBY AGREED BETWEEN SAN BERNARDINO COUNTY AND ORANGE SHOW HOSPITALITY, INC. AS FOLLOWS:

AMENDMENT NO. 5:

It is hereby agreed to amend Contract No. 21-123, effective July 1, 2023, as follows:

I. PAGE 4

Amend Paragraph 3 to read as follows:

3. The term of this Agreement shall commence on July 1, 2023, and shall continue through June 30, 2024, with such rights of termination as may be hereinafter expressly set forth.

Amend Paragraph 5 to read as follows:

5. Payments shall be paid by the County, from legally available funds and subject to California and Federal laws. The maximum amount of payment under this Contract shall not exceed \$5,295,920. Rental payments are invoiced monthly and shall be paid by the 15th day following the receipt of a non-disputed invoice. Allowable rates for each month during said term are as follows:

Daily rate per room: \$125.00 (inclusive of housekeeping and hotel occupancy tax)

Total number of rooms: Up to 50

Payments of 35 rooms will be made monthly regardless of usage and shall be paid to the Owner at the address specified in Paragraph 6. Owner shall invoice County at 30-day increments with all details County requires as specified in Exhibit D.

Payments of remaining 15 rooms shall only be made based on the number of rooms occupied. Payments shall be paid to the Owner at the address specified in Paragraph 6. Owner shall invoice County at 30-day increments with all details County requires as specified in Exhibit D.

Last room availability – upon execution of this Contract, the County holds a Last Room Availability which guarantees the County has the right to occupy a room under the contracted terms aforementioned.

II. Add EXHIBIT E - COMPLIANCE WITH AMERICAN RESCUE PLAN ACT (ARPA) LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND (LATCF) FEDERAL GUIDELINES USE OF ARPA LATCF AND REQUIREMENTS

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 Amendments (whether by facsimile, PDF or other email transmission), 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.

All other terms, conditions and covenants in the agreement remain in full force and effect.

SAN BERNARDINO COUNTY

Orange Show Hospitality Inc.

(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 Pradeep 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 _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

► _____
Suzanne Bryant, Deputy County Counsel

► _____

► _____
Diana Atkeson, Deputy Executive Officer

Date _____

Date _____

Date _____

EXHIBIT E
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 et 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.