

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

**Contract Number**

21-122 A-4

SAP Number

Office of Homeless Services

Department Contract Representative	Kristin Stevens
Telephone Number	(909) 501-0644
 Contractor	 Aviah Hospitality, Inc. dba Motel 6
	UEI No.:
Contractor Representative	Ramiro Alcala
Telephone Number	(831) 970-7570
Contract Term	January 1, 2021 – June 30, 2024
Original Contract Amount	Not to exceed \$2,153,540
Amendment Amount	\$1,080,000
Total Contract Amount	Not to exceed \$3,233,540
Cost Center	66210011000

IT IS HEREBY AGREED BETWEEN SAN BERNARDINO COUNTY AND AVIAH HOSPITALITY, INC DBA MOTEL 6 AS FOLLOWS:

AMENDMENT NO. 4:

It is hereby agreed to amend Contract No. 21-122, effective July 1, 2023, to extend the term of the contract through June 30, 2024 as follows:

I. SECTION V. FISCAL PROVISIONS

Amend Paragraph 4 to read as follows:

4. 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 \$3,233,540. Rental and meal 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 room rental amount: \$93.00

Up to 25 rooms

Per Diem Meal Rate per Occupant: \$27.00

Payment Terms: Based upon use (hotel tax fees will apply based upon length of stay).

Occupants over 30 days will be tax exempt.

Payments shall only be made on the number of occupied rooms. Payments shall be paid to the Owner at the address specified in Paragraph 6. Owner shall invoice County at the end of each month with all details County requires as specified in Exhibit C.

Last room availability – upon execution of this Contract, San Bernardino 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 D - 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

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 13 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Money*
Lynna Money
Clerk of the Board of Supervisors
San Bernardino County
Deputy



Aviah Hospitality, Inc. dba Motel 6
(Print or type name of corporation, company, contractor, etc.)

By ► *Ramiro Alcala*
C128FACD64664FF...
(Authorized signature - sign in blue ink)

Name Ramiro Alcala
(Print or type name of person signing contract)

Title Owner
(Print or Type)

Dated: June 9, 2023

Address 16868 Stoddard Wells Road
victorville CA 92394

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Suzanne Bryant*
C2A78869B245419...
Suzanne Bryant, Deputy County Counsel
Date June 9, 2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Diana Atkeson*
5BF24F6C87AF4F6...
Diana Atkeson, Deputy Executive Officer
Date June 9, 2023

EXHIBIT 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 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.