

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



Contract Number

26-490 A-1

SAP Number

4400031153 A1

Office of Homeless Services

Department Contract Representative	Marcus Dillard
Telephone Number	909-501-0610
Contractor	SB Express One LLC
Contractor Representative	Dipak Patel
Telephone Number	909-437-2755
Contract Term	3/16/2026 – 3/16/2029
Original Contract Amount	\$200,000
Amendment Amount	\$5,503,768 Aggregate
Total Contract Amount	\$5,703,768 Aggregate
Cost Center	
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO.1 to Agreement No. 4400031153

WHEREAS, on March 17, 2026, San Bernardino County (County) approved Agreement No. 4400031153 with SB Express One LLC (Contractor), to provide hotel/motel housing services to enhance the goals and meet the programmatic needs of the Emergency Solutions Grant (ESG), Behavioral Health Bridge Housing (BHBH), Encampment Resolution Funding (ERF) Grant, and Housing and Disability Advocacy Program (HDAP), to provide Hotel/Motel Housing Services (the "Services"); and

WHEREAS, since the execution of Agreement No. 4400031153, the County desires to add funding from the Federal 2024 Emergency Solutions Grant (ESG FED 24), Federal 2025 Emergency Solutions Grant (ESG FED 25) Homeless Housing, Assistance and Prevention Program Round 3 (HHAP-3) County allocation, and Bringing Families Home (BFH) to funding already in place from ESG, BHBH, and HDAP for hotel/motel housing services; and

WHEREAS, the COUNTY Office of Homeless Services (OHS), is the Administrative Entity authorized to act on behalf of the COUNTY to administer HHAP-3, ESG FED 24, ESG FED 25, and BFH.

NOW, THEREFORE, in consideration of the terms, covenants, promises, representations, and conditions contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by each of the parties, the parties hereby represent and agree that the Contract is hereby amended as follows:

1. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Amend Section C to add:

C. 50. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment E– Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality

Agreements or Statements-Representation (FAR 52.203-18).

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

3. Revise Section F. Fiscal Provisions:

F.1 The maximum amount of payment under this Contract shall not exceed \$5,703,768 aggregate, of which \$392,926 may be federally funded and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

4. Revise Attachment B, Section 1:

1. CONTRACTOR shall be reimbursed for eligible costs only in an amount not to exceed \$5,703,768 aggregate. CONTRACTOR shall submit claims for reimbursement of eligible costs on a monthly basis and no later than ten (10) days after the end of each month in which the costs were incurred. Each claiming period shall consist of a calendar month.

5. ATTACHMENT A – SCOPE OF WORK

Attachment A is hereby deleted in its entirety and replaced with Attachment A (revised) attached hereto and incorporated herein.

All other terms and conditions of Agreement No. 4400031153 remain in full force and effect.

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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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.

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

SAN BERNARDINO COUNTY

► 

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 09 2026

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

By  Lynna Monet, Clerk of the Board of Supervisors, San Bernardino County

By

SB Express One LLC

(Print or type name of corporation, company, contractor, etc.)

By

DocuSigned by:

► 

080F3C5497C4488

(Authorized signature - sign in blue ink)

Name Dipak Patel

(Print or type name of person signing contract)

Title Owner

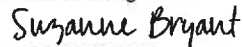
(Print or Type)

Dated: 5/28/2026

Address 205 East Hospitality Lane
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form

► 

C2A789800045440

Suzanne Bryant, Deputy County Counsel

Date 5/29/2026

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► 

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Marcus Dillard, Chief of Homeless Services

Date 5/29/2026

ATTACHMENT A

Scope of Work

A. Project Description
Hotel/Motel Housing Services

CONTRACTOR will provide non-congregate sheltering to individuals referred by the Office of Homeless Services (OHS) at CONTRACTOR's premises located at:

SB Express One, LLC
Various locations, see below

CONTRACTOR agrees to:

1. Daily rate of \$119 per night for one bed, and daily rate of \$129 per night for two beds, inclusive of all taxes, housekeeping a minimum of once every three days, and fees. There will not be any deposits. CONTRACTOR shall not charge any program participants for housing services or impose any additional costs, deposits, fees, or incidental charges.

GENERAL PROGRAM REQUIREMENTS:

1. CONTRACTOR agrees to operate facility within all city, county, state, federal laws, rules, and regulations. This includes zoning regulations and conditional use permits, if applicable.
2. CONTRACTOR warrants to the best of its knowledge (i) that the property complies with the applicable requirements of all municipal, county, state, federal and regulatory law, statutes, codes, ordinances, and regulations for buildings in effect including but not limited to Health and Safety Codes, Fire and Building Codes, certificate of occupancy, California Code of Regulations Title 24, and the Americans with Disabilities Act (collectively "Laws"); (ii) an accessible path of travel exists pursuant to Laws; (iii) all improvements in or on the property comply with all applicable covenants or restrictions or records for the property and all applicable Laws; (iv) Contractor has not received any violation of Laws from any relevant government authority with respect to the property; and (v) Contractor has no knowledge of any pending or threatened claims of any violations of Laws from any third party with respect to the property and hereby agrees to maintain compliance with all Laws, including but not limited to city and county fire safety regulations.
3. CONTRACTOR shall at its sole cost and expense, maintain the premises and the 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 the 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.
4. CONTRACTOR agrees to maintain compliance with all city and county fire safety regulations.

5. CONTRACTOR agrees to meet the minimum housing quality standards which include but are not limited to the following:
 - a. Facility must be clean, neat, well maintained and free of pest infestation.
 - b. Allow OHS and Departmental staff on-site to inspect property as needed.
6. CONTRACTOR will notify COUNTY when client has been absent from location for more than 24 hours. OHS will not be responsible for days in which the guest did not use the room.
7. CONTRACTOR will provide housekeeping a minimum of once every three (3) days. If cleaning is refused by the guest more than once in a week, please notify the OHS case manager.
8. CONTRACTOR shall provide toiletries as needed.
9. OHS is not responsible for any cost outside of the prices of the room, including but not limited to, movie rentals, phone bills, use of hotel/motel items, etc.
10. Only guests that have a valid OHS Hotel/Motel Voucher are allowed to be checked in. The CONTRACTOR will not be reimbursed for any unauthorized guest days.
11. CONTRACTOR will maintain the property in compliance with 24 CFR 576.403(b) Shelter and housing standards.
12. CONTRACTOR shall at its sole cost and expense, maintain the premises and the 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 the 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.

CONTRACTOR RESPONSIBILITIES:

1. CONTRACTOR agrees to adhere to Fair Housing guidelines
2. CONTRACTOR agrees to not upcharge the presented daily rate listed above due to local events or peak seasons.
3. CONTRACTOR shall immediately notify COUNTY of any occupancy issues that may arise during the terms of the agreement.
4. CONTRACTOR agrees to adhere to the following billing procedures:
 - a. Invoice COUNTY for the presentation daily and/or weekly rate listed above within thirty (30) days following the end of the service month.
 - i. Each invoice submitted shall clearly show company name, consumer's name, length of stay, and total amount due.
 - ii. Each invoice shall be submitted electronically to

OHSFinanceinbox@hss.sbcounty.gov

Hotel Motel Locations:

Barstow

Quality Inn, 1520 E Main Street, Barstow

Colton

Driftwood Inn, 1472 N Mt Vernon, Colton

Ontario

American Inn, 755 North Euclid Avenue, Ontario

San Bernardino

Heritage Inn and Suites, 205 Hospitality Lane, San Bernardino

Empire Inn, 294 E Hospitality Lane, San Bernardino



ATTACHMENT E
Levine Act –
Campaign Contribution Disclosure
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: SB Express One LLC

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.