



Contract Number

21-122 A-2

SAP Number

Office of Homeless Services

Department Contract Representative	Tom Hernandez
Telephone Number	909-501-0610
Contractor	Aviah Hospitality, Inc. dba Motel 6
Contractor Representative	Ramiro Alcala
Telephone Number	831-970-7570
Contract Term	January 1, 2021 – June 30, 2022
Original Contract Amount	Not to exceed \$651,855
Amendment Amount	\$511,685
Total Contract Amount	Not to exceed \$1,163,540
Cost Center	6210012500/2504

In response to Covid-19, hotel and motel agreements were entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020. Executive Order N-25-20, and the President's Nationwide Emergency Declaration, are directly related to that emergency and exigent circumstances and are necessary for the preservation of public health and safety to provide lodging services. This Agreement is not to exceed \$1,163,540 with a term of January 1, 2021 through June 30, 2022 is for the provision of rooms to build isolation capacity as a response to COVID-19.

AMENDMENT NO. 2 TO THE EMERGENCY OCCUPANCY AGREEMENT

AMENDMENT NO. 2 TO THE EMERGENCY OCCUPANCY AGREEMENT REGARDING THE FOLLOWING PREMISES (Premises):

Authorized Representative Name: Ramiro Alcala	
Title: Owner	Reservation Phone: 831-970-7570
Complete Property Street Address: 16868 Stoddard Wells Road, Victorville, CA 92394	
Total Number of Room(s) on property: Up to 15 Rooms	
PROPERTY Reservation Email Address: ramiopronto@gmail.com	
PROPERTY Owner's Full Name: Aviah Hospitality, Inc. dba Motel 6	PROPERTY Owner Phone: 831-870-7570
PROPERTY Owner's Email Address: ramiopronto@gmail.com	
PROPERTY Owner's Complete Mailing Address: 559 E. Alisal Street #108, Salinas, CA 93905	

This AMENDMENT NO. 2 TO THE EMERGENCY OCCUPANCY AGREEMENT (Agreement) is entered into for the period effective January 1, 2021 to June 30, 2022 by and between SAN BERNARDINO COUNTY (County) and Aviah Hospitality, Inc. dba Motel 6 (Owner).

IT IS HEREBY AGREED AS FOLLOWS:

The Agreement by and between San Bernardino County, a political subdivision of the State of California, and Owner for the provision of Emergency Occupancy, is hereby amended effective October 1, 2021 to extend the term of the contract through June 30, 2022 and as follows:

- I. Paragraph 4 is hereby deleted and replaced as follows:
 - 4. Payments shall be paid by the County, from legally available funds and subject to California laws. The maximum amount of payment under this Contract shall not exceed \$1,163,540. 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: \$79.00
 - Total number of rooms: Up to 15 rooms
 - Per Diem Meal Rate per Occupant: \$22.00

- 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, the County holds a Last Room Availability which guarantees the County the right to occupy a room under the contracted terms aforementioned.

- II. 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 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.

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

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
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

AVIAH HOSPITALITY, INC. DBA MOTEL 6

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

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

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

Title Owner
(Print or Type)

Dated: _____

Address 559 East Alisal Street, #108
Salinas, CA 93905

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

CaSonya Thomas, Assistant Executive Officer

Date _____