

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



**Contract Number**

21-123 A-2

**SAP Number**

## Office of Homeless Services

<b>Department Contract Representative</b>	Tom Hernandez
<b>Telephone Number</b>	909-501-0610
<b>Contractor</b>	Orange Show Hospitality, Inc.
<b>Contractor Representative</b>	Pradeep Patel
<b>Telephone Number</b>	909-888-0271
<b>Contract Term</b>	January 1, 2021 – June 30, 2022
<b>Original Contract Amount</b>	Not to exceed \$859,488
<b>Amendment Amount</b>	\$927,714
<b>Total Contract Amount</b>	Not to exceed \$1,787,202
<b>Cost Center</b>	6210002504
	WBSE: 99.60.1010.75.12

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 \$1,787,202 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):**

<b>Authorized Representative Name:</b> Pradeep Patel	
<b>Title:</b> Owner	<b>Reservation Phone:</b> 909-888-0271
<b>Complete Property Street Address:</b> 1280 South E Street, San Bernardino, CA 92408	
<b>Total Number of Room(s) on property:</b> Up to 30 Rooms	
<b>PROPERTY Reservation Email Address:</b> orangeshowinn@gmail.com	
<b>PROPERTY Owner's Full Name:</b> Orange Show Hospitality, Inc.	<b>PROPERTY Owner Phone:</b> 909-888-0271
<b>PROPERTY Owner's Email Address:</b> patellife@hotmail.com	
<b>PROPERTY Owner's Complete Mailing Address:</b> 1280 South E Street, San Bernardino, CA 92408	

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 Orange Show Hospitality, Inc. (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 3 is hereby deleted and replaced as follows:
  3. The term of this Agreement shall commence on January 1, 2021, and shall continue through June 30, 2022, with such rights of termination as may be hereinafter expressly set forth. Should notice of termination not be given the Agreement shall continue on a month to month basis on the same terms and conditions subject to the right of termination.
  
- II. Paragraph 5 is hereby deleted and replaced as follows:
  5. 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 \$1,787,202. Rental payments are invoiced monthly and shall be paid by the 15<sup>th</sup> day following the receipt of a non-disputed invoice. Allowable rates during said term are as follows:

Daily rate per room: \$106.94 (inclusive of hotel occupancy tax)

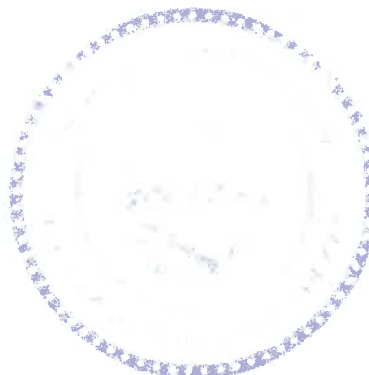
Total number of rooms: Up to 30

Housekeeping Labor: 75 hours per week at \$15 per hour

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 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 the right to occupy a room under the contracted terms aforementioned.

- III. 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.



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

SAN BERNARDINO COUNTY

▶ *Curt Hagman*  
Curt Hagman, Chairman, Board of Supervisors

Dated: SEP 14 2021

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

By *Lynna Monell*  
Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County



ORANGE SHOW HOSPITALITY, INC.

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

By ▶ *Pradeep Patel*  
(Authorized Signature - sign in blue ink)

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

Title Owner  
(Print or Type)

Dated: 8/23/2021

Address 1280 South E Street  
San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form  
by *Suzanne Bryant*  
Suzanne Bryant, Deputy County Counsel  
Date 8/24/2021

Reviewed for Contract Compliance  
by \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed (Approved) by Department  
by *CaSonya Thomas*  
CaSonya Thomas, Assistant Executive Officer  
Date 8/24/2021