



Contract Number
23-1307 A-1

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Miller Mendel, Inc.
Contractor Representative	Tyler Miller, President & CEO
Telephone Number	(206) 330-2094
Contract Term	12/06/2023 through 12/05/2025
Original Contract Amount	\$222,476
Amendment Amount	\$284,974
Total Contract Amount	\$507,451
Cost Center	
Grant Number (if applicable)	

Briefly describe the general nature of the contract:

Amendment No. 1 to Contract No. 23-1307, including non-standard terms, with Miller Mendel, Inc., for the provision of access to Miller Mendel, Inc., electronic Statement of Personal History (eSOPH) software and support services to conduct pre-employment background investigations, increasing the total contract amount by \$284,974, from \$222,476 for a new total contract amount of \$507,450, and extending the contract term by one year, for a new contract period of December 6, 2023 through December 5, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form

► Grace B. Parsons
Grace B. Parsons, Deputy County Counsel

Date 11/13/2024

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► Kelly Welty
Kelly Welty, Chief Deputy Director of Sheriff's
Administration

Date 11/13/24

Miller Mendel, Inc
1425 Broadway, #430
Seattle, WA 98122
Accounting@MillerMendel.com

MillerMendel

ADDRESS

San Bernardino Sheriff's
Department
Accounts Payable
655 E Third St
San Bernardino, CA 92415
United States

SHIP TO

San Bernardino Sheriff's
Department
Accounts Payable
655 E Third St
San Bernardino, CA 92415
United States

Quote 1664**DATE 09/27/2024****EXPIRATION DATE 11/27/2024**

	QTY	PRICE	TOTAL
eSOPH Entry Entry into the eSOPH system. Includes 76 GB of data storage credit for the license year.	3,800	60.04	228,152.00T
Fee for Support Support during License Year (per term 3.1.7 of licensing agreement. 15% of total amount for Entries).	1	34,222.80	34,222.80
CA POST Access Annual California POST access, annual fee. Optional service/module.	1	400.00	400.00T
Fax Annual Fax service, annual fee. Optional service/module. Cost per page/unit not included.	1	400.00	400.00T
Fax Unit/Page Fax service: charge for page/unit sent or received. Client will be invoiced for ACTUAL amount of fax page/units used on a quarterly basis. This is an annual estimate for budgetary purposes only. Pricing stated for this optional service is "best guess pricing" and is not guaranteed. MMI cannot control the pricing of third-party services in the future. Pricing is subject to change.	80,000	0.05	4,000.00T
Credit Report Employment Insights Credit Report. Client will be invoiced for ACTUAL number of reports requested on a quarterly basis. Optional service. This is an annual estimate for budgetary purposes only. Pricing stated for this optional service is "best guess pricing" and is not guaranteed. MMI cannot control the pricing of third-party services in the future. Pricing is subject to change.	3,800	4.50	17,100.00T
Production Data Storage Data storage overages/archive storage costs. Client will be invoiced for ACTUAL amount of data storage used on a quarterly basis. This is an annual estimate for budgetary purposes only.	1	700.00	700.00

Terms & Additional Details

SUBTOTAL

284,974.80

1. EIN: 27-1802751.

TAX

0.00

2. Unless a separate mutual agreement between Client and

THANK YOU FOR YOUR BUSINESS

MMI states otherwise, all invoices are due NET 60.

3. Data storage pricing is as follows: Not to exceed \$15 per GB, per month for production data storage overages. Archive data storage not to exceed \$3.50 per GB per month.

4. Credit reports: \$4.50 per report requested. Social media reports: \$22.50 per report requested.

5. Fax service: 5 cents per unit/page sent or received. The annual fax module fee is additional for the fax service to be enabled.

6. Invoices for production data storage overages (if any), archive storage, credit reports, social media reports and the fax service, are emailed on a quarterly basis and due NET 60.

7. All other Terms and Conditions are set forth in the Miller Mendel MSLSA / MSSSA (licensing agreement) and any mutually agreed to and signed addendums. Client's PO does not add, modify, or cancel any terms found in the MSLSA/MSSSA.

TOTAL

\$284,974.80

Accepted By:

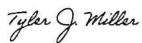


Dawn Rowe, Chair, Board of Supervisors

Accepted Date:

NOV 19 2024

For Miller Mendel, Inc. ("MMI")



Tyler Miller, President & CEO

Accepted Date: 11/08/2024

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
of the County of San Bernardino

By



Deputy

THANK YOU FOR YOUR BUSINESS



Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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: **Miller Mendel, Inc.**_____

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

N/A

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. 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		

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

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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:

N/A

Company Name	Individual(s) Name

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If **no**, please skip Question No. 9.

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

9. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer 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. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.