

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



Contract Number
23-612 A-1

SAP Number
4400022584

Probation Department

Department Contract Representative	Christopher Condon
Telephone Number	(909)387-5978
Contractor	CML Security, LLC
Contractor Representative	Cory Solberg
Telephone Number	(720)316-9504
Contract Term	July 1, 2023 – June 30, 2026
Original Contract Amount	\$420,000
Amendment Amount	\$320,000
Total Contract Amount	\$740,000
Cost Center	4810001000

Amendment No. 1

IT IS HEREBY AGREED AS FOLLOWS:

Effective July 10, 2024, Contract No. 23-612 is hereby amended as follows:

1. **SECTION A. DEFINITIONS**, Paragraph A.4 is hereby amended to read as follows:

A.4 Facilities:

A.4.1 CVJDAC: Central Valley Juvenile Detention and Assessment Center, located at:
900 E. Gilbert Street
San Bernardino, CA 92415-0941

A.4.2 ARISE: A Restorative Integration for Successful Engagement, located at:
21101 Dale Evans Parkway
Apple Valley, CA 92307-9356

A.4.3 SOAR: Successful Outcome Achieving Responsibility, located at:
740 E. Gilbert Street, Building 43
San Bernardino, CA 92415

A.4.4 Training Division, located at:
9478 Etiwanda Avenue
Rancho Cucamonga, CA 91739

2. SECTION B. CONTRACTOR RESPONSIBILITIES,

Amend Paragraph B.3 to read as follows:

- B.3** Contractor shall perform preventive maintenance service of Locks, as defined in Section A. DEFINITIONS paragraph A.5, to a minimum service frequency in accordance with the minimum manufacturer's service recommendations. Maintenance services shall consist of no less than two (2) preventative services per door and locking system per calendar year at each of the Facilities. However, County may request performance of services at greater frequencies and intervals with additional number of Locks. Service schedule shall be determined by Contractor and Facilities' Safety Officers.

Facility	Lock Type/Amount				
	Electric	Manual	Slider	Roll-up Gates	Vehicle Gates
ARISE	408	12	20	3	6
CVJDAC	286	233	2	2	5
SOAR	0	110	0	0	2
Training	44	334	0	3	5
Total	738	689	22	8	18

Amend Paragraph B.8 to read as follows:

- B.8** Contractor shall, following the beginning of on-site maintenance and repair projects, coordinate work activities with following County personnel:

Location Name	On-site Contact	Contact Number
Central Valley Juvenile Detention and Assessment Center (CVJDAC)	Institutional Safety and Security Unit	(909)387-6922
Juvenile Re-Entry Services (SOAR)	Institutional Safety and Security Unit	(909)387-6962
High Desert Juvenile Detention and Assessment Center (HDJDAC)/ARISE	Institutional Safety and Security Unit	(760)961-6729
Training Center	Safety Coordinator	(909)463-7577 or (909) 463-7521

Amend Paragraph B.9.1 to read as follows:

- B.9.1** Contractor's pricing for the performance of preventative maintenance Services shall be invoiced at a fixed rate for each lock serviced. Contractor's pricing shall include all labor, materials, and consumables required to perform service.

Type of Lock Service	Unit of Measure	Annual Service Price
Preventative Maintenance, Electric (non-slide) Locks	Each	\$190
Preventative Maintenance, Manual Mortise Locks	Each	\$100
Preventative Maintenance, Man Gate Electric Locks	Each	\$190
Preventative Maintenance, Vehicle Gate Locks	Each	\$500
Preventative Maintenance, Roll-up Gates	Each	\$400

Preventative Maintenance, Sliders	Each	\$400
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3. SECTION F. FISCAL PROVISIONS,

Amend Paragraph F.1 to read as follows:

- F.1** The maximum amount of \$740,000 under this Contract shall not exceed \$740,000, of which \$740,000 may be federally funded, and/or shall be subject to availability of other funds from the County. The consideration to be paid to the 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. ATTACHMENT

Amend Attachment to revise as follows:

ATTACHMENT B, CAMPAIGN CONTRIBUTION DISCLOSURE, is hereby added to this contract.

All other terms and conditions of this Contract No. 23-612 remain unchanged and are incorporated herein by this reference.

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

SAN BERNARDINO COUNTY

► *Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated: JUL - 9 2024

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
of the San Bernardino County

By *Jennifer*
Deputy



CML Security, LLC

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

By ► *Cory Solberg*

(Authorized signature - sign in blue ink)

Name Cory Solberg

(Print or type name of person signing contract)

Title VP – Systems Support

(Print or type)

Dated: 6/18/2024

Address 1785 W. 160th Ave.

Broomfield, CO 80023

FOR COUNTY USE ONLY

Approved by Legal Form

► *Maria Insixiengmay*

Maria Insixiengmay, Deputy County Counsel

Date 6/18/2024

Reviewed for Contract Compliance

►

Date

Reviewed by Department

► *Tracy Reece*

Tracy Reece, Chief Probation Officer

Date 6/19/2024



ATTACHMENT B

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: CML Security, 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	<u>N/A</u>	<u>N/A</u>

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 \$250, 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: N/A

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 \$250 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.