



Contract Number
21-668 A-2

SAP Number
4400018597 A-2

Project & Facilities Management Department

Department Contract Representative	Richard Ayala
Telephone Number	(909) 387-5111
Contractor	Santa Fe Janitorial Maintenance Services, Inc.
Contractor Representative	Irineo Nuno
Telephone Number	(909) 606-2756
Contract Term	11/1/2021 – 10/31/2026
Original Contract Amount	\$ 3,364,140
Not to Exceed Amount	\$ 600,000
Amendment #2 Amount	\$ 20,150
Total Contract Amount	\$ 3,984,290
Cost Center	7303001000

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 2
CONTRACT NO. 21-668
CUSTODIAL SERVICES CONTRACT**

This Amendment No. 2 (Amendment) dated March 26, 2024 is made by and between Santa Fe Janitorial Maintenance Services, Inc. (Contractor) and San Bernardino County (County) for custodial services and modifies the terms to Contract No. 21-668, executed between the parties and effective as of November 1, 2021 (Contract).

WHEREAS, the County conducted a competitive process to find Contractor to provide custodial maintenance services (Services), and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County found Contractor qualified to provide these Services; and

WHEREAS, the County desired that such Services be provided by Contractor and Contractor agreed to perform these services as set forth below; and

WHEREAS, on 9-14-21 (Item No. 43), the Board of Supervisors approved Contract No. 21-668 for these Services; and

WHEREAS, on 2-8-22 (Item No. 49), the Board of Supervisors approved Contract No. 21-668 A-1 to change Contractor's legal corporate name to Santa Fe Janitorial Maintenance Services Inc.; and

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

1. **REPLACE Section F.1. Fiscal Provisions** with the following: The County will compensate the Contractor for its services under this Contract \$56,719 monthly (effective 4/1/2024), one month in arrears. Contractor will only be compensated for emergency related work performed following receipt of written or email authorization from the Project & Facilities Management Department, approving the work and the estimate provided by Contractor. Contractor shall include the written or email authorization with any email provided by Contractor. The maximum amount of payment under this Contract shall not exceed **\$3,984,290** and shall be subject to availability of 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.

2. **ADD Section C. 49 Political Contributions** as follows:
Contractor has disclosed to the County using Attachment C, whether it has made any campaign contributions of more than \$250 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 \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

3. **REPLACE ATTACHMENT B, COST PER SITE, with ATTACHMENT B** included in this Amendment.
4. **ADD ATTACHMENT C, SENATE BILL 1439, CONTRACTOR INFORMATION REPORT**, attached hereto and incorporated herein.
5. **CAPITALIZED TERMS**
Any capitalized term used, but not defined, in this Amendment shall have the meaning given to it in the Contract.
6. **FULL FORCE AND EFFECT**
The Contract, as modified by this Amendment, remains in full force and effect.
7. **CONTRACT EXECUTION**
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.

[Signatures on the Following Page]

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IN WITNESS WHEREOF, 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

SANTA FE JANITORIAL MAINTENANCE SERVICES, INC.

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

▶

Dawn Rowe, Chair, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

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

Name _____
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
▶

Daniel J. Pasek
Deputy County Counsel

Date _____

Reviewed for Contract Compliance
▶

Date _____

Reviewed/Approved by Department
▶

Jennifer Costa
Chief of Facilities Management

Date _____

**ATTACHMENT B
COST PER SITE – Zone 2 West High Desert**

BUILDING ID	LOCATION	ADDRESS	SPECIAL REQUIREMENTS	SQUARE FOOTAGE	MONTHLY COST	ANNUAL COST
ADE505	Adelanto VV Sheriff	11613 Bartlett Ave. Adelanto	Mon-Fri 5 day/wk 7:30 am-5 pm	14,196	\$ 2,373	\$ 28,476
ADE506	Adelanto Public Health	11336 Bartlett Ave. Adelanto	Mon-Fri 6 pm-8am	1,838	\$ 1,026	\$ 12,312
	Apple Valley Hanger	21601 Corwin Rd., Apple Valley	Tues & Fri	2,304	\$ 847	\$ 10,164
APP019	High Desert Juv. Det. Ctr	21101 Dale Evans Pkwy, Apple Valley	Mon-Fri 6 am-3pm 2 staff; Sat & Sun 1 staff	79,155	\$ 9,700	\$ 116,400
HES016	Victor Valley Sanitation Office	17470 Alder Street Hesperia	Fri 1 day per wk after 4:30 pm	1,440	\$ 300	\$ 3,600
HES023	Jerry Lewis Cty Gov. Ctr	15900 Smoketree St., Hesperia	Mon-Fri 6 pm-4 am; 1 st 8am-5pm	65,032	\$ 7,918	\$ 95,016
HES510	Hesperia Behavioral Hlth	11951 Hesperia Rd Hesperia	Mon-Fri 5 day/wk 6 pm-3 am	5,100	\$ 1,226	\$ 14,712
HES518	Hesperia WIC	14135 Main St. Hesperia	Mon-Fri 5 dys/wk 6:00pm-6:00am	4,011	\$ 1,326	\$ 15,912
LUC505	Lucerne Valley Sheriff	32818 Verdugo Rd Lucerne Valley	Mon, Wed & Fri 3 day/wk 7:30am-5:00 pm	3,700	\$ 907	\$ 10,884
PHE501	Phelan Sheriff Station	4050 Phelan Rd Phelan	Mon-Fri 4:30pm-9pm	3,285	\$ 1,326	\$ 15,912
VIC001	Victorville Courthouse	14455 Civic Drive Victorville	Mon-Fri 8am-5pm 1 staff; PT staff 10am-2pm	95,048	\$ 7,219	\$ 86,628
	Victorville Juvenile Court	14455 Civic Drive Victorville	Mon-Fri 6pm-6am		\$ 700	\$ 8,400
	Sheriff Court Services	14455 Civic Drive Victorville	Mon-Fri 6pm-6am		\$ 300	\$ 3,600
	Victorville Coroner	14455 Civic Drive Victorville	Mon & Thurs 2x/wk 8am-5pm		\$ 4,160	\$ 49,920
VIC039	Victorville DA	15371 Civic Drive Victorville	Mon-Fri 5 dys/wk 6pm-6am	12,036	\$ 1,925	\$ 23,100
VIC043	Desert Hill Center	16552 Sunhill Dr. Victorville	Mon-Fri dys/wk 1FT staff 8am-5pm	10,944	\$ 6,300	\$ 75,600
VIC551	Victorville TAD Facility	15030 Palmdale Rd., Victorville	Mon-Fri 10am-5pm 1 staff; 2 staff 6pm-6am	40,819	\$ 8,516	\$ 102,192
VIC042	High Desert Service Center	15000 Tokay St. Victorville	2 days/week		\$650	\$7,800

	TOTAL	\$56,719	\$680,628
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ATTACHMENT C

Campaign Contribution Disclosure (Senate Bill 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-subsiary 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: Santa Fe Janitorial Maintenance

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

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

No 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): Guadalupe Medina and Irine

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	N/A
N/A	N/A

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A	N/A	14/03/2024
N/A	N/A	14/03/2024

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	N/A	N/A
N/A	N/A	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	N/A
N/A	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: _____

Name of Contributor: N/A _____

Date(s) of Contribution(s): 14 / 03 / 2024 _____

Amount(s): N/A _____

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 below, 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 this matter is pending and for 12 months after a final decision is made by the County.

Signature

Irineo Nuno

Print Name

14/03/2024

Date

14/03/2024

Print Entity Name, if applicable