



**Contract Number**  
**23-612 A-2**

**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 through June 30, 2028  
**Original Contract Amount** \$420,000  
**Amendment 1 Amount** \$320,000  
**Amendment 2 Amount** \$340,000  
**Total Contract Amount** \$1,080,000  
**Cost Center** 4810001000  
**Grant Number (if applicable)** N/A

### AMENDMENT NO. 2

#### IT IS HEREBY AGREED AS FOLLOWS:

Whereas, San Bernardino County (County) on behalf of its Probation Department (Probation) and CML Security, LLC (Contractor) entered Contract No. 23-612 for maintenance, repairs, and emergency services for detention facility locks, sliders, doors, and hardware (Services), and as amended as Contract No. 23-216 A-1, and hereby agree to this Amendment No. 2 as follows:

1. SUBSECTION **B.3** is deleted in its entirety and replaced 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 Facilities. However, County may request performance of services at greater frequencies and intervals with additional number of Locks. Services schedule shall be determined by Contractor and Facilities' Safety Officers.

Facility	Lock Type/Amount				
	Electric	Manual	Slider	Roll-up Gates	Vehicle Gates
ARISE	408	99	20	3	6
CVJDAC	286	233	2	2	5
SOAR	0	110	0	0	2
Training	44	334	0	3	5
<b>Total</b>	<b>738</b>	<b>776</b>	<b>22</b>	<b>8</b>	<b>18</b>

**2. SECTION D. TERM OF CONTRACT** is deleted and replaced as follows:

The Contract shall be effective as of July 1, 2023, and is extended from its original expiration date of June 30, 2026, by two years to expire on June 30, 2028. The Contract may be terminated earlier in accordance with provisions of the Contract.

**3. SECTION F. FISCAL PROVISIONS**, Paragraph F.1 is amended to read as follows:

**F.1** The maximum amount under this Contract shall not exceed \$1,080,000, of which 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. SECTION C.51 POLITICAL CONTRIBUTIONS** is deleted and replaced as follows:

**C.51 Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Contractor has disclosed to the County using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 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 \$500 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 \$500 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.

**5. SECTION C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreement or Statements-Representation (FAR 52.203-18)** is hereby added as follows:

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from

lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

6. **SECTION C.54 Use of Biobased Products (FAR 52.223-1)** is hereby added as follows:

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

7. **SECTION C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)** is hereby added as follows:

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

**All other terms and conditions of Contract No. 23-612 and 23-612 A-1 remain in full force and effect.**

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 Contract. 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.

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

SAN BERNARDINO COUNTY

CML Security, LLC

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

By

▶

▶

\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

\_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name: Cory Solberg

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

*(Print or type name of person signing contract)*

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

Title: VP – Systems Support

*(Print or Type)*

By

Dated: \_\_\_\_\_

Deputy

Address: 1785 W. 160<sup>th</sup> Ave  
Broomfield, CA 80023

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ _____ Maria Insixiengmay, Deputy County Counsel	▶ _____	▶ _____ Tracy Reece, Chief Probation Officer
Date _____	Date _____	Date _____



## ATTACHMENT B

### Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

**Actively supporting or opposing 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: \_\_\_\_\_
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: \_\_\_\_\_
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):  
 \_\_\_\_\_
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

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):

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

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes  If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes  If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

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 acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.