



Contract Number
21-426 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	10-8 Retrofit, Inc.
Contractor Representative	Daniel Keenan, President
Telephone Number	(909) 986-5551
Contract Term	07/01/2021 – 06/30/2026
Original Contract Amount	Fee Per Service Contract
Amendment Amount	-----
Total Contract Amount	-----
Cost Center	4430131000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT No. 1

Contract No. 21-426 to provide vehicle safety equipment installation and removal services by 10-8 Retrofit, Inc. to the Sheriff/Coroner/Public Administrator (County) is hereby amended effective June 30, 2024, as follows:

- (1) To add Section C.50 with the following:

C.50 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to the Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code, §1798.100 et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County including, but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150, subdivision (b)

alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b).

- (2) To add Section C.51 with the following:

C.51 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

- (3) To add Section C.52 with the following:

C.52 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment B - Campaign Contribution Disclosure Senate Bill 1439, 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 the 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 the Contract, the Contractor will provide the County with 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.

- (4) To replace Section D – TERM OF CONTRACT with the following:

D. TERM OF CONTRACT

This Contract is effective as of July 1, 2021, and expires June 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

- (5) To replace Attachment A – Cost, referred to in Section F.2, with Attachment A, attached hereto and incorporated herein by this reference.

- (6) To replace Section K.1 with the following:

K.1 ELECTRONIC SIGNATURES

This Contract and, if applicable, any subsequent amendments, 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 Contract (whether by facsimile, PDF, or other mail 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 Contract upon request.

[Remainder of this page left blank intentionally]

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


SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 25 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
Deputy



10-8 Retrofit, Inc.

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

By *Daniel Keenan*
Daniel Keenan (May 22, 2024 11:48 PDT)
(Authorized signature - sign in blue ink)

Name Daniel Keenan
(Print or type name of person signing contract)

Title President, 10-8 Retrofit, Inc.
(Print or Type)

Dated: 05/22/2024

Address 415 West Main Street
Ontario, CA 91762

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► <u><i>Grace B. Parsons</i></u> Grace B. Parsons, Deputy County Counsel	► _____	► <u><i>Kelly Welty</i></u> Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date <u>06/17/2024</u>	Date _____	Date <u>6/17/24</u>

ATTACHMENT A – COST

Total Cost (not including sales tax) listed on this page must reflect:

1. Total labor for vehicle strip-out and equipment install on new vehicle
2. Consumables and job materials
3. Any necessary fabricated materials

Description	Labor	Parts	Total Cost
Transport Van			
Ford F350 or similar	\$5,700.00	\$6,119.96	\$11,819.96
Utility Vehicle			
Explorer, Explorer UV Interceptor, Tahoe or similar	\$4,560.00	\$850.00	\$5,410.00
Ford Expedition	\$4,560.00	\$1,121.00	\$5,681.00
Dodge Durango	\$4,560.00	\$850.00	\$5,410.00
Trucks & Sedans			
Unmarked Detective and Undercover Trucks/Sedans	\$2,470.00	\$600.00	\$3,070.00
Patrol Sedans	\$4,560.00	\$600.00	\$5,160.00
Citizen on Patrol (COP) Vehicle			
Dodge Utility Vehicle or similar	\$1,900.00	\$400.00	\$2,300.00
Specialty Vehicles Not Covered Above			
	Labor		
	\$95/hour		

All pricing is based upon the scope of work provided by the County. Prices are fixed rates per scope of work. Prices include both removal and installation of equipment on vehicles, without sales tax. Any equipment not supplied by the County and necessary to complete the installation must be approved by the County prior to installation on the vehicle.



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: 10-8 Retrofit, Inc.

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: Daniel Keenan

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	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	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	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

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?

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

No *If no, please skip Question No. 10.*

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 the Contract is being considered and for 12 months after a final decision by the County.