



Contract Number
23-849 A-1

SAP Number
4400022335 A-1

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	9/1/2023 – 10/31/2026
Original Contract Amount	\$ 934,471
Amendment #1 Amount	\$ 516,264
Not to Exceed Amount	\$ 250,000
Total Contract Amount	\$ 1,700,735
Cost Center	7303001000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1 CONTRACT NO. 23-849 CUSTODIAL SERVICES CONTRACT

This Amendment No. 1 (Amendment) dated May 7, 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. 23-849, executed between the parties and effective as of August 8, 2023 (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 August 8, 2023 (Item No. 31), the Board of Supervisors approved Contract No. 23-849 for these Services; 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 \$42,393.55 monthly (effective 6/1/2024), 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 **\$1,700,735** 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. **REPLACE ATTACHMENT B, COST PER SITE, with ATTACHMENT B** included in this Amendment.
3. **CAPITALIZED TERMS**
Any capitalized term used, but not defined, in this Amendment shall have the meaning given to it in the Contract.
4. **FULL FORCE AND EFFECT**
The Contract, as modified by this Amendment, remains in full force and effect.
5. **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]

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

►

Dawn Rowe, Chair, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

SANTA FE JANITORIAL MAINTENANCE
SERVICES, INC.

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

By _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Daniel J. Pasek Deputy County Counsel	► _____	► Jennifer Costa Chief of Facilities Management
Date _____	Date _____	Date _____

**ATTACHMENT B
COST PER SITE**

BUILDING ID	LOCATION	ADDRESS	SPECIAL REQUIREMENTS	SQUARE FOOTAGE	MONTHLY COST	ANNUAL COST
SAB220	Assessor-Recorder Archives, ARMC	412 Hospitality Ln. San Bernardino	Mon-Fri 3:00 pm - 8:00 pm	50,710	\$6,094.87	\$ 73,138.44
SAB180	Auditor-Controller/Treasurer/Tax Collector	268 W. Hospitality Ln San Bernardino	Mon-Fri 8:00 am – 5:00 pm (2 FT staff) 6:00 pm – 4:00 am (other services) 4 hours min.	103,561	\$18,496.46	\$221,957.52
SAB222	Public Health	451 Vanderbilt Way San Bernardino	Mon-Fri 8:00 am- 5:00 pm One (1) Day Porter 8:00 am – 5:00 pm	115,500	\$ 17,802.22	\$213,626.64
Total					\$42,393.55	\$508,722.60



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-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: Santa Fe Janitorial Maintenance Services Inc.

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 Irineo

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

N/A

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	N/A
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
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 NO If **no**, please skip Question No. 10.

Yes NO 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): 04/22/24

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

04/22/24
Date

Santa Fe Janitorial Maintenance S

Print Entity Name, if applicable