

Contract Number

21-670 A-6

SAP Number 4400018607 A-6

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 – 10/31/26
Original Contract Amount	\$ 6,157,475
Not-to-Exceed Amount	\$ 550,000
Amendment #6 Amount	\$ (397,584)
Total Contract Amount	\$ 6,309,891
Cost Center	7303001000
Grant Number (if applicable)	n/a

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 6 CONTRACT NO. 21-670 CUSTODIAL SERVICES

This Amendment No. 6 (Amendment) effective November 18, 2025, 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. 21-670, 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 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

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

WHEREAS, on September 14, 2021 (Item No. 45), the Board of Supervisors (Board) approved the Contract for these Services; and

WHEREAS, on February 8, 2022 (Item No. 49), the Board approved Amendment No.1 to the Contract incorporating the Contractor's legal name change to Santa Fe Janitorial Maintenance Services Inc.; and

WHEREAS, on March15, 2022 (Item No. 35), the Board approved Amendment No. 2 to the Contract to provide custodial services at three additional locations within the area identified as Zone 4 West San Bernardino; and

WHEREAS, on October 24, 2023 (Item No. 43), the Board approved Amendment No. 3 to the Contract to provide custodial services at one additional location within the area identified as Zone 4 West San Bernardino; and

WHEREAS, on March 26, 2024 (Item No. 53), the Board approved Amendment No. 4 to the Contract to provide custodial services at two additional locations within the area identified as Zone 4 West San Bernardino; and

WHEREAS, on July 23, 2024 (Item No. 44), the Board approved Amendment No. 5 to the Contract to provide custodial services at one additional location within the area identified as Zone 4 West San Bernardino;

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 \$74,553 monthly (effective 11/1/2025), one month in arrears. The maximum amount of payment under this Contract shall not exceed \$5,759,891 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.

In addition, County will compensate Contractor for additional emergency services, if such services are requested by the County, in writing (total amount not to exceed \$550,000). Contractor acknowledges the emergency related services shall be on an on-call basis and there is no guarantee of a minimum amount of work that will be assigned to Contractor. Contractor will only be compensated for emergency related work performed following receipt of written or email authorization from the Project and 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.

- 2. REPLACE ATTACHMENT B, COST PER SITE, with ATTACHMENT B as attached hereto and incorporated herein.
- 3. REPLACE ATTACHMENT C, SENATE BILL 1439 CONTRACTOR INFORMATION REPORT with ATTACHMENT C, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE, as attached hereto and incorporated herein.
- 4. LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE (FORMERLY REFERRED TO AS SENATE BILL 1439)

Contractor has disclosed to the County using Attachment C – 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

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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.

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.

CONTRACT EXECUTION 5.

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.

6. CAPITALIZED TERMS.

Any capitalized term used, but not defined in this Amendment shall have the meaning given to it in the Contract.

7. **FULL FORCE AND EFFECT.**

The Contract, as amended by this Amendment, remains in full force and effect.

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.

SANTA FE JANITORIAL MAINTENANCE SERVICES, INC.
(Print or type name of corporation, company, contractor, etc.)
Ву ▶
(Authorized signature - sign in blue ink)
Irineo Nuno
Name
(Print or type name of person signing contract)
Title VP/CFO/Secretary
(Print or Type)
Dated:
Address
ct Compliance Reviewed/Approved by Department
Jennifer Costa, Chief of Facilities Manageme
Project & Facilities Management Department

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ATTACHMENT B COST PER SITE – Zone 4 West San Bernardino

BUILDING ID	LOCATION	ADDRESS	SPECIAL REQUIREMENTS	SQUARE FEET	MONTHLY COST	ANNUAL COST
FON017	County Fire	15380 San Bernardino Ave. Fontana	Tues & Fri 6pm- 6am	2,914	\$ 450	\$ 5,400
RAN001	Rancho Cucamonga Courthouse	8303 Haven Ave. Rancho Cucamonga	Mon-Fri 2 court & 1 DA porter 8am- 5pm; Other svc 6pm-8am	253,189	\$ 24,698	\$ 296,376
	Rancho Courthouse		Quarterly power wash of entrance		\$ 400	\$ 4,800
RAN007	Probation Training Ctr	9478 Etiwanda Ave. Rancho Cucamonga	Mon-Fri 7am-4pm 3 FT staff	80,927	\$ 13,883	\$ 166,596
RAN033	County Building	8575 Haven Ave. Rancho Cucamonga	Mon - Fri svcs 6pm-8am; matt service	24,756	\$ 2,461	\$ 29,532
UPL003	County Fire - Upland	475 N. Second St. Upland	Tues & Fri - 2dys 6am-6pm	11,842	\$ 550	\$ 6600
	Cottage #4	900 E. Gilbert St. San Bernardino	Mon–Fri svcs 6:00 pm – 6:00 am	3,700	\$ 1,566	\$ 18,792
	Purchasing Warehouse	14622 El Molino Fontana	Mon-Wed-Fri 8 a.m. – 4 p.m.	1000	\$ 950.50	\$ 11,406
SAB170	Central Juvenile Detention Center	900 E. Gilbert St. San Bernardino	Mon-Sun (7 days) 1 sup. & 5 FT staff	131,337	\$ 26,500	\$ 318,000
RAN048	West Valley Det. Center (Trailer)	9500 Etiwanda Ave. Rancho Cucamonga	Mon-Fri	-	\$2,744	\$32,928
RAN049	West Valley Det. Center (Trailer)	9500 Etiwanda Ave. Rancho Cucamonga	Tues & Fri	-	\$350	\$4,200
				TOTAL	\$74,552.50	\$894,630

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ATTACHMENT C

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.

<u>Agent:</u> 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-subsidiary 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.

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<u>Parent-Subsidiary Relationship:</u> 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.

١.	Name of Contractor: Santa Fe Janitorial Maintenance Services 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 X
3.	Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, <u>if</u> the individual actively supports the matter <u>and</u> has a financial interest in the decision: <u>N/A</u>
l.	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 Nuno

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	10/24/25
N/A	N/A	10/24/25

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 <u>and</u> (2) has a financial interest in the decision <u>and</u> (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 <u>and</u> (2) have a financial interest in the outcome of the decision:

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Company Name	Individual(s) Name
N/A	N/A
N/A	N/A

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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?
	No X 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: N/A
	Date(s) of Contribution(s):
	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 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 \$500 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.

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