THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



#### **Contract Number**

21-669 A-2

**SAP Number** 4400018606 A-2

# Project & Facilities Management Department

Department Contract Representative Telephone Number	Richard Ayala (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	\$ 1,630,560
Not-to-Exceed Amount	\$ 250,000
Amendment #2 Amount	\$ (51,924)
Total Contract Amount	\$ 1,828,636
Cost Center	7303001000
Grant Number (if applicable)	n/a

#### IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2 CONTRACT NO. 21-669 CUSTODIAL SERVICES

This Amendment No. 2 (Amendment) effective October 7, 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. 21-669, 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

**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. 44), 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 legal name change of Contractor to Santa Fe Janitorial Maintenance Services Inc.;

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 \$22,849 monthly (effective 11/1/2025), 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 \$1,828,636 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 \$250,000). 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. ADD Section C.49 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 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.

- 3. REPLACE ATTACHMENT B, COST PER SITE, with ATTACHMENT B as attached hereto and incorporated herein.
- 4. ADD ATTACHMENT C, LEVINE ACT CAMPAIGN CONTRIBUTION DISCLOSURE attached hereto and incorporated herein.

Revised 7/1/24 Page 2 of 7

#### 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.

#### 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.

SAN BERNARDINO COUNTY	SANTA FE JANITORIAL MAINTENANCE SERVICES, INC.
Dawn Rowe, Chair, Board of Supervisors	(Print or type name of corporation, company, contractor, etc.)  By Indian Numb (Oct 24, 2025 12:06:45 PDT)  (Authorized signature - sign in blue ink)
Dated: NOV 0 4 2025 SIGNED AND CERTIFIED THAT A COPY OF THIS	Name Irineo Nuno (Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  LYPING Money  COUNTY OF THE BOARD  COUNTY OF THE BOARD SUPERVISORS	Title VP/CFO/Secretary (Print or Type)
By Deput	Dated: 10/24/25
ARDINO COULTA	Address 15644 Palomino Dr. Chino Hills, CA 91709

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Kalrigh Razon	<b>&gt;</b>	Jennija Conta
Kaleigh Ragon, Deputy County Counsel		Jennifer Costa, Chief of Facilities Management Project & Facilities Management Department
Date 10/24/25	Date	Date 10/24/25

# ATTACHMENT B COST PER SITE – Zone 3 Mountain Area

BUILDING ID	LOCATION	ADDRESS	SPECIAL REQUIREMENTS	SQUARE FOOTAGE	MONTHLY COST	ANNUAL COST
29P502	Twenty-nine Palms WIC	6527 Desert Queen, Twenty- nine Palms	Mon, Tues, & Thurs 6pm-6am	1,800	\$ 694	\$ 8,328
BGL003	Big Bear Sheriff	477 Summit Blvd. Big Bear	Mon-Fri 7am- 12am	10,585	\$ 1,700	\$ 20,400
BGL004	Big Bear Court	477 Summit Blvd. Big Bear	1 <sup>st</sup> & 3 <sup>rd</sup> Fri of each month	4,299	\$ 400	\$4,800
	Big Bear Assessor	477 Summit Blvd. Big Bear	Mon-Fri 5 dys/wk 6 am – 7 pm	3,785	\$ 400	\$ 4,800
	Big Bear County Complex	477 Summit Blvd. Big Bear	Mon-Fri 5 dys/wk 6 am – 7 pm	4,025	\$ 560	\$ 6,720
JOS001	Morongo Courthouse	6527 White Feather Rd., Joshua Tree	Mon-Fri 5pm- 6am; 1 Staff 8am- 5pm	32,126	\$ 7,896	\$ 94,752
JOS022	Bob Burke Joshua Tree Govt. Ctr	63665 Twenty-nine Palms Hwy, Joshua Tree	Mon-Fri 5pm- 6am; 1 Staff 8am- 5pm	29,716	\$ 7,896	\$ 94,752
TWI001	Twin Peaks Cty Complex and Sheriff	26010 State Hwy. 189, Twin Peaks	Mon-Fri 6pm- 6am; SHR 5pm- 8pm	20,572	\$ 2,400	\$ 28,800
YVL507	South Desert County Fire	57485 Aviation Ave. Yucca Valley	Mon 9am-5pm	2,895	\$ 903	\$ 10,836
				TOTAL	\$22,849	\$274,188

Revised 7/1/24 Page 4 of 7



### 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.

Revised 7/1/24 Page 5 of 7

<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.

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

Company Name	Relationship	
N/A	N/A	
N/A	N/A	

6. Name of agent(s) of Contractor:

definitions above):

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 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 \$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 If <b>no</b> , please skip Question No. 10.	
Yes  If <b>yes</b> , 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.