



Contract Number  
22-283 A-3

SAP Number  
4400019370 A-3

## Project & Facilities Management Department

Department Contract Representative Telephone Number Richard Ayala (909) 387-5111

Contractor Willowbrook Landscape, Inc.  
Contractor Representative Nick Alvarado  
Telephone Number (760) 713-5686  
Contract Term 7/1/2022 – 6/30/2025  
Original Contract Amount \$ 944,995  
Amendment #3 Amount \$ 5,600  
Total Contract Amount \$ 950,595  
Cost Center 7303001000

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 3  
CONTRACT NO. 22-283  
LANDSCAPING SERVICES CONTRACT**

This Amendment No. 3 (Amendment) dated February 6, 2024 is made by and between Willowbrook, Landscape, Inc. (hereinafter, Contractor) and San Bernardino County (hereinafter, County) for landscaping services and modifies the terms to Contract No. 22-283, executed between the parties and effective as of July 1, 2022, as amended on October 3, 2023 (Contract).

**WHEREAS**, the County conducted a competitive process to find Contractor to provide landscaping 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 April 26, 2022 (Item No. 43), the Board of Supervisors approved Contract No. 22-283 for these Services; and

**WHEREAS**, on July 25, 2023 (Item No. 36), the Board of Supervisors approved Amendment No. 1 to Contract No. 22-283-A1, to add service for the location at 4070 Acre Ln.; and

**WHEREAS**, on October 3, 2023 (Item No. 31), the Board of Supervisors approved Amendment No. 2 to Contract No. 22-283 A2, to add services for two additional locations in Devore and 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: County will compensate the Contractor for its services under this Contract the total amount of **\$27,545** dollars per month (effective 3/1/2024), one month in arrears per sites in Attachment C. The maximum amount of payment under this Contract shall not exceed **\$950,595** 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. **ADD Section C. 49 Political Contributions** as follows:

Contractor has disclosed to the County using Attachment D, 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 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 \$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 this Contract, the Contractor will provide the County 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.

3. **REPLACE ATTACHMENT C, COST PER SITE, with ATTACHMENT C**, as attached hereto and incorporated herein.

4. **ADD ATTACHMENT D, SENATE BILL 1439, CONTRACTOR INFORMATION REPORT**, attached hereto and incorporated herein.

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 same 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**, San Bernardino County and the Contractor have each caused this Amendment No. 3 to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

WILLOWBROOK LANDSCAPE, INC.

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

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

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

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
*(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

▶  
\_\_\_\_\_  
Daniel J. Pasek  
Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

▶  
\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶  
\_\_\_\_\_  
Jennifer Costa  
Chief of Facilities Management, PFMD

Date \_\_\_\_\_

**ATTACHMENT C  
COST PER SITE  
(NORTH S.B.)**

<b>Location</b>	<b>Address</b>	<b>Service</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
<b>Gilbert Street Complex</b>				
<b>ITD</b>	<b>670 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 600</b>	<b>\$ 7,200</b>
<b>RYEF</b>	<b>740 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 1,000</b>	<b>\$ 12,000</b>
<b>Children's Assessment Center (BEFORE 8.00 AM)</b>	<b>700 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 600</b>	<b>\$ 7,200</b>
<b>TAY Center</b>	<b>780 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 1,100</b>	<b>\$ 13,200</b>
<b>ITD - Imaging</b>	<b>840 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 700</b>	<b>\$ 8,400</b>
<b>JDC</b>	<b>900 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 400</b>	<b>\$ 4,800</b>
<b>CJH</b>	<b>900 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 1,600</b>	<b>\$ 19,200</b>
<b>YJC</b>	<b>900 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 400</b>	<b>\$ 4,800</b>
<b>Phoenix Clinic</b>	<b>820 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 800</b>	<b>\$ 9,600</b>
<b>Casa Paseo</b>	<b>780 E Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 800</b>	<b>\$ 9,600</b>
<b>Cottages (Teddy Bear Thymes Cottage before school starts)</b>	<b>E Gilbert Street</b>	<b>Landscaping</b>	<b>\$ 1,400</b>	<b>\$ 16,800</b>
<b>Windsor CSU</b>	<b>1481 North Windsor Drive San Bernardino</b>	<b>Landscaping</b>	<b>\$ 1,200</b>	<b>\$ 14,400</b>
<b>Parking lots</b>	<b>Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 400</b>	<b>\$ 4,800</b>
<b>Fire Alley/No Man's Land (QUARTERLY)</b>	<b>Gilbert Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 1,200</b>	<b>\$ 14,400</b>
<b>Highland Library (Sam J. Ricardo)</b>	<b>7863 Central Ave, Highland</b>	<b>Landscaping</b>	<b>\$ 900</b>	<b>\$ 10,800</b>
<b>Highland Cemetery (QUARTERLY)</b>	<b>570 E Highland Ave, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 400</b>	<b>\$ 4,800</b>
<b>Baker Learning Center</b>	<b>2818 N Macy Street, Muscoy</b>	<b>Landscaping</b>	<b>\$ 800</b>	<b>\$ 9,600</b>
<b>PSD Hallmark</b>	<b>4280 N Hallmark Parkway, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 400</b>	<b>\$ 4,800</b>

<b>GHRC</b>	<b>18000 W Institution Road, Devore</b>	<b>Landscaping</b>	<b>\$ 4,900</b>	<b>\$ 58,800</b>
<b>GHTA (SUNDAYS ONLY)</b>	<b>18000 W Institution Road, Devore</b>	<b>Landscaping</b>	<b>\$ 4,800</b>	<b>\$ 57,600</b>
<b>Animal Shelter</b>	<b>19777 Shelter Way, Devore</b>	<b>Landscaping</b>	<b>\$ 500</b>	<b>\$ 6,000</b>
<b>County Building</b>	<b>4070 Acre Street, San Bernardino</b>	<b>Landscaping</b>	<b>\$ 200</b>	<b>\$ 2,400</b>
<b>EVOC Training Facility</b>	<b>18000 W. Institution Rd. San Bernardino</b>	<b>Landscaping</b>	<b>\$ 1,100</b>	<b>\$ 13,200</b>
<b>County Building</b>	<b>412 W. Hospitality Ln. San Bernardino</b>	<b>Landscaping</b>	<b>\$ 995</b>	<b>\$ 11,940</b>
<b>Sheriff Aviation Hangar</b>	<b>199 N. Hangar Way San Bernardino</b>	<b>Landscaping</b>	<b>\$ 350</b>	<b>\$ 4,200</b>
		<b>Total</b>	<b>\$ 27,545</b>	<b>\$330,540</b>



# ATTACHMENT D

## 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: Willowbrook Landscape 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: Nick Alvarado

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): Nick Alvarado

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

Company Name	Relationship
None	NA
NA	NA

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Willowbrook Landscape Inc.	Nick Alvarado	1-17-2024
NA	NA	NA

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):
Willowbrook landscape Inc.	Principal	Nick Alvarado
NA	NA	NA

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
None	NA
NA	NA

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 on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No  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: NA

Name of Contributor: NA

Date(s) of Contribution(s): NA

Amount(s): NA

Please add an additional sheet(s) to identify additional Board Members/County elected officer 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 this Contract is being considered and for 12 months after a final decision by the County.