



Contract Number

22-288 A-1

SAP Number

4400018951 A-1

**Project & Facilities Management
Department**

Department Contract Representative	Richard Ayala
Telephone Number	(909) 387-5111
Contractor	Willowbrook Landscape, Inc.
Contractor Representative	Nick Alvarado
Telephone Number	(760) 713-5686
Contract Term	7/1/2022 – 6/30/27
Original Contract Amount	\$ 941,400
Amendment #1 Amount	\$ 675,455
Total Contract Amount	\$ 1,616,855
Cost Center	7304001000
Grant Number (if applicable)	n/a

IT IS HEREBY AGREED AS FOLLOWS:

**AMENDMENT NO. 1
CONTRACT NO. 22-288
LANDSCAPING SERVICES**

This Amendment to Contract No. 22-288 is effective May 20, 2025, between Willowbrook Landscape, Inc. (hereinafter "Contractor") and San Bernardino County, (hereinafter "County") for landscaping services.

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; and

WHEREAS, on April 26, 2022 (Item No. 45), the Board of Supervisors approved Contract No. 22-288 for these Services; and

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

1. ADD Section C.49 to read as follows:

Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment D – 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.

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.

2. REPLACE Section D. Term of Contract with the following:

This Contract is effective as of July 1, 2022 and expires June 30, 2027 but may be terminated earlier in accordance with the provisions of this Contract.

3. REPLACE Section F.1. Fiscal Provisions with the following:

County will compensate the Contractor for its services under this Contract the total amount of **\$27,457.50** per month (effective 7/1/2025), and **\$28,830.38** (effective 7/1/26), one month in arrears per sites in Attachment C. The maximum amount of payment under this Contract shall not exceed **\$1,616,855** 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.

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

5. ADD ATTACHMENT D, LEVINE ACT - CAMPAIGN CONTRIBUTION DISCLOSURE, formerly referred to as Senate Bill 1439 Contractor Information Report, attached hereto and incorporated herein.

6. 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.

7. CAPITALIZED TERMS.

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

8. FULL FORCE AND EFFECT.

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

[Signatures on the Following Page]

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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

►

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

WILLOWBROOK LANDSCAPE, INC.

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

By ► _____
(Authorized signature - sign in blue ink)

Name Nick Alvarado
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Kaleigh Ragon, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►
Jennifer Costa, Chief of Facilities Management
Project & Facilities Management Department

Date _____

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

Effective 7/1/2025

Location	Address	Service	Monthly Cost (eff. 7/1/25)	Monthly Cost (eff. 7/1/26)	Total Amended Cost
ITD	851 E Cooley Road, Colton	Landscaping	\$ 3,937.50	\$ 4,134.38	\$ 96,862.56
Probation	1020-1040 E Cooley Drive, Colton	Landscaping	\$ 630	\$ 661.50	\$ 15,498
Agua Mansa	2001 W Agua Mansa Road, Colton	Landscaping	\$ 840	\$ 882	\$ 20,664
OES	1743 Mira Way, Rialto	Landscaping	\$ 420	\$ 441	\$ 10,332
Eucalyptus Pre School	485 Eucalyptus Ave, Rialto	Landscaping	\$ 945	\$ 992.25	\$ 23,247
Fontana Clinic	16854 Ivy Ave, Fontana	Landscaping	\$ 525	\$ 551.25	\$ 12,915
Fontana Landfill	2390 Alder Ave, Fontana	Landscaping	\$ 2,730	\$ 2,866.50	\$ 67,158
Fontana Probation	17830 Arrow Blvd, Fontana	Landscaping	\$ 1,050	\$ 1,102.50	\$ 25,830
Fontana Sheriff	17830 Arrow Blvd., Fontana	Landscaping	\$ 840	\$ 882	\$ 20,664
Merrill CSU	14677 Merrill Ave, Fontana	Landscaping	\$ 840	\$ 882	\$ 20,664
Wellspring CRT	15217 San Bernardino Ave, Fontana	Landscaping	\$ 840	\$ 882	\$ 20,664
West Valley Probation	9478 Etiwanda Ave, Rancho Cucamonga	Landscaping	\$ 1,050	\$ 1,102.50	\$ 25,830
West Valley Detention	9500 Etiwanda Ave, Rancho Cucamonga	Landscaping	\$ 4,200	\$ 4,410	\$ 103,320
West Valley Fleet	4th Street, Rancho Cucamonga	Landscaping	\$ 630	\$ 661.50	\$ 15,498
John Raines House	8810 Hemlock, Rancho Cucamonga	Landscaping	\$ 735	\$ 771.75	\$ 18,081
Superior Court	8303 Haven Ave, Rancho Cucamonga	Landscaping	\$ 4,410	\$ 4,630.50	\$ 108,486
County Building	8575 Haven Ave, Rancho Cucamonga	Landscaping	\$ 735	\$ 771.75	\$ 18,081

Ontario Preschool	555 W Maple, Ontario	Landscaping	\$ 840	\$ 882	\$ 20,664
Yorba Slaughter	17127 Pomona- Rincon Road, Chino	Landscaping	\$ 630	\$ 661.50	\$ 15,498
Chino Pre School	5585 Riverside Drive, Chino	Landscaping	\$ 630	\$ 661.50	\$ 15,498
		TOTAL	\$ 27,457.50	\$ 28,830.38	\$675,454.56



ATTACHMENT D

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.

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
NA	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	05/06/25
NA	NA	05/06/25

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 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):
NA	NA	NA
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
NA	NA
NA	NA

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 **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): 05/06/25

Amount(s): NA

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.