



Contract Number

22-283 A-3

SAP Number

4400019370 A-3

Project & Facilities Management Department

Department Contract Representative	<u>Richard Ayala</u>
Telephone Number	<u>(909) 387-5111</u>
Contractor	<u>Willowbrook Landscape, Inc.</u>
Contractor Representative	<u>Nick Alvarado</u>
Telephone Number	<u>(760) 713-5686</u>
Contract Term	<u>7/1/2022 – 6/30/2025</u>
Original Contract Amount	<u>\$ 944,995</u>
Amendment #3 Amount	<u>\$ 5,600</u>
Total Contract Amount	<u>\$ 950,595</u>
Cost Center	<u>7303001000</u>

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

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: FEB 06 2024

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 *[Signature]*
Deputy



WILLOWBROOK LANDSCAPE, INC.

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

By *Nick Alvarado*
Nick Alvarado (Jan 18, 2024 17:08 PST)
(Authorized signature - sign in blue ink)

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

Title President
(Print or Type)

Dated: Jan 18, 2024

Address 14930 Farmington St. Hesperia CA 92345
14930 Farmington St. Hesperia CA 92345

FOR COUNTY USE ONLY

Approved as to Legal Form
Daniel Pasek
Daniel Pasek (Jan 22, 2024 09:37 PST)
Daniel J. Pasek
Deputy County Counsel
Date Jan 22, 2024

Reviewed for Contract Compliance
[Signature]
Date _____

Reviewed/Approved by Department
Jennifer Costa
Jennifer Costa
Chief of Facilities Management, PFMD
Date Jan 22, 2024

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

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

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



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: _____

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.