

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



Contract Number

23-1379 A-1

SAP Number

Regional Parks Department

Department Contract Representative	<u>Beahta R. Davis</u>
Telephone Number	<u>909-387-2340</u>
Contractor	<u>International Brotherhood of Electrical Workers Local No. 47</u>
Contractor Representative	<u>Katie Brown</u>
Telephone Number	<u>(909) 860-4239</u>
Contract Term	<u>September 18-22, 2024</u>
Original Contract Amount	<u>\$58,770.64</u>
Amendment Amount	<u>\$0</u>
Total Contract Amount	<u>\$58,770.64 (+ \$20,000 deposit)</u>
Cost Center	<u>6522201000</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

This Amendment No. 1 to Interim Use Permit No. 23-1379 changes the dates from May 1 through May 5, 2024 to September 18 through September 22, 2024, for a period of five days, for the use of the Peacock Shelter, Red Tailed Hawk Shelter, Blue Heron Shelter, two soccer fields, three baseball fields and full park closure for the IBEW Local No. 47 Company Picnic at Prado Regional Park. There are no other changes to the Interim Use Permit and the County will receive revenue in the amount of \$58,770.64 for this use, as well as a refundable deposit in the amount of \$20,000.

**SAN BERNARDINO COUNTY
REGIONAL PARKS DEPARTMENT
PRADO REGIONAL PARK
AMENDMENT NO. 1 TO INTERIM USE PERMIT**

San Bernardino County ("COUNTY") and International Brotherhood of Electrical Workers Local No. 47 ("PERMITTEE") entered into an Interim Use Permit, Contract No. 23-1379 (Agreement), whereby COUNTY allowed PERMITTEE to utilize the entire Prado Regional Park on May 1-5, 2024. The COUNTY and PERMITTEE hereby agree to amend the Interim Use Permit to allow PERMITTEE to move the dates of the event. The PERMITTEE will be utilizing the entire ("Premises") Prado Regional Park ("Park") as depicted in **Exhibit "A"** Use Area, for IBEW Local No. 47 Company picnic and related activities.

Article I, PARTIES, is deleted in its entirety and replaced with the following:

San Bernardino County, hereinafter referred to as COUNTY, hereby permits International Brotherhood of Electrical Workers Local No. 47, hereinafter referred to as PERMITTEE, to utilize the entire Prado Regional Park ("Park"), located at 16700 S. Euclid Ave in the City of Chino, California, on September 21, 2024, and a portion of it on September 18, 2024 to September 20, 2024 and September 22, 2024, for the IBEW Local 47 Company Picnic ("Event") and related activities.

Article II, USE AREA, is deleted in its entirety and replaced with the following:

PERMITTEE shall have the exclusive right to use the Park on September 21, 2024, and a portion of the Park on September 18, 2024 to September 20, 2024, and September 22, 2024 as depicted in **Exhibit "A"** Use Area, attached hereto and by this reference made a part hereof.

Article III, TERM, is deleted in its entirety and replaced with the following:

The term of this permit shall be for a total of five (5) days, for a one-day event on **Saturday, September 21, 2024**, from 11 AM to 5 PM. Related set-up will occur Wednesday, September 18, 2024 until Friday, September 20, 2024, from 7:30 AM to 7 PM, and tear-down will occur Sunday, September 22, 2024, from 7:30 AM to 5 PM. PERMITTEE's activities at the Use Area are limited to staging and activities related to this event. Neither the Use Area, the Park, nor any part thereof may be used by PERMITTEE for any other purpose.

Article IV.B 1-3 and D, USE FEES is deleted in its entirety and replaced with the following:

B. Area Use:

PERMITTEE shall pay a:

1. Use Fee of **fifty-four thousand, six hundred dollars (\$54,600)** for the use of the Park as designated on **Exhibit "A"** to be paid by **3:00 PM Friday, August 16, 2024**. The Use Fee is broken down as follows:
 - a. A fee of one thousand dollars (**\$1,000**) for Peacock Shelter for four days (September 18-20, 2024 & September 22, 2024) at a rate of two hundred fifty dollars (\$250) per day.
 - b. A fee of one thousand dollars (**\$1,000**) for Red Tailed Hawk Shelter for four days (September 18-20, 2024 & September 22, 2024) at a rate of two hundred fifty dollars (\$250) per day.
 - c. A fee of one thousand dollars (**\$1,000**) for Blue Heron Shelter for four days September 18-20, 2024 & September 22, 2024) at a rate of two hundred fifty dollars (\$250) per day.
 - d. A fee of six hundred forty dollars (**\$640**) for two Soccer fields for four days (September 18-20, 2024 & September 22, 2024) at a rate of eighty dollars (\$80) per day.
 - e. A fee of nine hundred sixty dollars (**\$960**) for three Baseball Fields for four days (September 18-20, 2024 & September 22, 2024) at a rate of eighty dollars (\$80) per day.

- f. A fee of fifty thousand dollars (**\$50,000**) for full park closure for one day (September 21, 2024) at a rate of fifty thousand dollars (\$50,000) per day.
2. Camping Fees in the amount of **three thousand dollars (\$3,000)** for the use of camping spaces are as follows:
 - a. A fee of three thousand dollars (**\$3,000**) for the use of 75 full hook-up sites for one night on Friday, September 20, 2024 at a rate of forty dollars (\$40) per site.
3. Vendor Fees: (if applicable)
 - a. **Fifty dollars (\$50)** per food vendor. All Food Vendors must have all necessary Public Health Department permits. A list of food vendors and their permits must be delivered Regional Park Administration office by **3:00 p.m., Friday, August 16, 2024.**
 - b. **Twenty-five dollars (\$25)** per non-food vendor. A list of vendors must be delivered to Regional Park Administration office by **3:00 p.m., Friday, August 16, 2024.**

D. Damage/Cleanup Deposit:

PERMITTEE shall pay **twenty thousand dollars (\$20,000)** as a damage/clean up deposit to be paid by **3:00 PM, Friday, August 16, 2024.** PERMITTEE is responsible to pay for all damages to COUNTY's property and equipment due to the use of the Park by PERMITTEE, or PERMITTEE's members, employees, volunteers, and invitees using the Park as authorized by PERMITTEE, For PERMITTEE's EVENT or additional event attendees, participants, spectators, guests, employees, or volunteers (collectively included and referred to herein as "PERMITTEE's guests").

Said deposit shall be held by the COUNTY and may be used by COUNTY for any lawful purpose including, but not limited to the compensation of COUNTY for PERMITTEE's default in the repair of damages to the Use Area caused by PERMITTEE, and/or PERMITTEE's failure to remove any trash, debris, and/or personal property in the Use Area at the conclusion of the Event to the sole satisfaction of COUNTY. COUNTY may maintain the deposit separate and apart from COUNTY's rent revenue account or may commingle the deposit with COUNTY's rent revenue funds. COUNTY shall not be required to pay PERMITTEE interest on the deposit. Payment of said deposit shall not in any manner affect PERMITTEE's obligation to pay in full any fee due pursuant to this Use Permit. Upon expiration of this Use permit and inspection of the Use Area as provided immediately below and payment by PERMITTEE of any fees due as a result of said inspection, COUNTY shall refund said deposit to PERMITTEE. In the event payment of any fee due the COUNTY is not paid by PERMITTEE, COUNTY may deduct any such fees from the deposit, including any costs incurred by the COUNTY to restore the Use Area to rentable condition in the amount and manner established by Section 1950.5 of the California Civil Code.

The Park Superintendent and On Site Coordinator for PERMITTEE shall inspect the Use Area and Park both before and after the Event to determine the extent of any damages incurred. The COUNTY will invoice for any damages identified following final walk through.

Article VII., EVENT PLAN is deleted in its entirety and replaced with the following:

PERMITTEE shall submit its Event Plan ("Plan") to the Regional Park Administration office by **3:00 PM, Friday, August 16, 2024**, and shall, at the request of the COUNTY review the Plan with representatives of the COUNTY, including the Regional Parks. The Plan must outline specific security, parking, set up, and clean up, signage, advertisement, gate ingress, egress, sanitation, food, and vendor operations. PERMITTEE shall not be allowed to nor shall PERMITTEE allow the sale or distribution of alcoholic beverages at the EVENT without prior COUNTY approval and required licenses as applicable. The Plan shall include persons responsible, name of company, if applicable, times, electrical requirements, site plans, etc.

Article IX PERMITS AND APPROVALS is deleted in its entirety and replaced with the following:

PERMITTEE shall obtain and maintain throughout the Event all necessary permits, licenses, and approvals from applicable federal, state and local agencies, including, but not limited to, San Bernardino County Sheriff's Department (security), San Bernardino County Environmental Health Services (sanitation, food/drink), California Highway Patrol (traffic), Caltrans (freeway access), San Bernardino County Transportation (roadways), and the California Division of Forestry; as required for any use allowed by COUNTY.

Since your event is being held at **Prado Regional Park** in the City of Chino you must contact the City of Chino Finance Department for the Business Licensing Division at 909-334-3263 to acquire any and all applicable permits.

All necessary pre-event fee and deposits, permits, licenses and approvals shall be delivered to the Department of Regional Parks by **3:00 PM, Friday, August 16, 2024**.

All fees referred to in the Agreement are due and payable by 3:00 p.m., Friday, August 16, 2024.

All other provisions and terms of the Permit, Contract No. 23-1379, shall remain the same and in full force and effect.

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.

Both parties to this Permit represent that the signators executing this document are fully authorized to enter into this permit.

This Amended Permit contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Permit, and no prior agreement or understanding pertaining to any such matter is effective for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be subscribed by their respective proper officers hereto duly authorized.

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SAN BERNARDINO COUNTY

International Brotherhood of Electrical Workers
(IBEW) Local No. 47

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

►

Dawn Rowe, Chair, Board of Supervisors

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

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

Name Katie Brown
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

Title _____
(Print or Type)

By _____
Deputy

Dated: _____

Address 600 N Diamond Bar Blvd

Diamond Bar, CA 91765

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Suzanne Bryant, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Moe Yousif, Deputy Executive Officer
Date _____

Reviewed/Approved by Department
► _____
Beahtha R. Davis, Director, Regional Parks
Department
Date _____