



Contract Number

22-1226 A2

SAP Number

Regional Parks Department

Department Contract Representative	<u>Beahta R. Davis</u>
Telephone Number	<u>(909) 387-2340</u>
Contractor	<u>AR Elite Ranch, Inc.</u>
Contractor Representative	<u>Ryan Isom and Adriana Coonce</u>
Telephone Number	<u>(760) 490-7713</u>
Contract Term	<u>December 6, 2022 – December 30, 2026</u>
Original Contract Amount	<u>\$18,000</u>
Amendment No. 1 Amount	<u>\$6,000</u>
Amendment No. 2 Amount	<u>\$0.00</u>
Total Contract Amount	<u>\$24,000</u>
Cost Center	<u>6522021000</u>
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2

Assignment and Consent to Assignment

WHEREAS, San Bernardino County (“COUNTY”) and Close the Lid Entertainment, LLC (“CTL”) entered into a Concession and Lease Agreement, Contract No. 22-1226 (Agreement), whereby COUNTY allows CTL to use a portion (“Premises”) of Calico Ghost Town Regional Park (“Park”), and;

WHEREAS, CTL notified the County that it was transferring the Agreement to AR Elite Ranch, Inc., and;

WHEREAS, CTL and AR Elite Ranch, Inc. requested that the County assign the Agreement to AR Elite Ranch, Inc., and,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Concession and Lease Agreement, Contract No. 22-1226 with CTL is amended to reflect the assignment of the Agreement to AR Elite Ranch, Inc. effective January 28, 2026, replacing all references to CTL with "AR Elite Ranch, Inc."

2. DELETE that portion of Paragraph 24. NOTICES, which now reads:

CONCESSIONAIRE'S address: Close the Lid Entertainment LLC
PO Box 402535
Hesperia, CA 92340

AND REPLACE IT WITH:

CONCESSIONAIRE'S address: AR Elite Ranch, Inc.
5171 Paramount Road
Phelan, CA 92371

3. DELETE PARAGRAPH 27.BB of SECTION C. GENERAL CONTRACT REQUIREMENTS AND REPLACE IT WITH:

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

Contractor has disclosed to the County using Attachment A – 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.

4. AR Elite Ranch, Inc. hereby accepts the assignment of all of CTL's obligations, responsibilities, and duties under the Contract and all of CTL's rights, and interest in and to the Contract.

5. The County, in executing its consent to this Assignment and Consent, does not release CTL from any claims or remedies it may have against CTL under the Contract for obligations incurred prior to the effective date of this Assignment.

All other terms and conditions of Contract No. 22-1226 remain 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 Contract. 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.

IN WITNESS WHEREOF, San Bernardino County, AR Elite Ranch, Inc. and Close the Lid Entertainment, LLC have each caused this Contract Amendment Assignment and Consent to Assignment 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

AR Elite Ranch, Inc.

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

By

► (Authorized signature - sign in blue ink)

Name: Ryan Isom

(Print or type name of person signing contract)

Title _____

(Print or Type)

Dated: _____

Address 5171 Paramount Road

By _____
(Authorized signature - sign in blue ink)

Name Adriana Coonce

(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated _____

Address 5171 Paramount Road

Close the Lid Entertainment, LLC

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

By _____
(Authorized signature - sign in blue ink)

Name Wes Isom
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated _____

Address PO Box 402535

Hesperia, CA 92340

Close the Lid Entertainment, LLC

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

By _____
(Authorized signature - sign in blue ink)

Name Michelle Isom
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated _____

Address PO Box 402535

Hesperia, CA 92340

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Suzanne Bryant, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Nicholas Miller, Administrative Supervisor I

Date _____

Reviewed/Approved by Department

►
Beahta R. Davis, Director, Regional Parks Department

Date _____



ATTACHMENT A

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-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.

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: AR Elite Ranch, 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: Adriana Coonce
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):
Adriana Coonce and Ryan Isom
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/a	N/a
N/a	N/a

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/a	N/a	N/a
N/a	N/a	N/a

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):
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 **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: _____ N/a

Name of Contributor: _____ N/a

Date(s) of Contribution(s): _____ N/a

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.