

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



Contract Number

23-484 A-1

SAP Number

Regional Parks Department

Department Contract Representative
Telephone Number

Beahta R. Davis
909-387-2340

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Skyline Production Group LLC
Tina Shults
(714) 321-4171
November 8-12, 2023
N/A
N/A
\$29,736.65
6522211000

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

This Amended Interim Use Permit is for a period of five days, November 8, 2023 to November 12, 2023, for the use of the Multi-Purpose Room, Mallard Shelter, 7 acres of open space, 75 full hook-up sites, and 9 tent group camping sites for the Country Campout at Prado Regional Park. The County will receive revenue in the amount of \$29,736.65 for this use, as well as a refundable deposit in the amount of \$10,000.

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

San Bernardino County ("COUNTY") and Skyline Production Group LLC ("PERMITTEE") entered into an Interim Use Permit, Contract No. 23-484 (Agreement), whereby COUNTY allowed PERMITTEE to use a portion of Prado Regional Park on October 12-15, 2023. Due to talent scheduling, the COUNTY and PERMITTEE hereby agree to amend the Interim Use Permit to allow PERMITTEE to move the date of the event. The PERMITTEE will be using a portion ("Premises") of Prado Regional Park ("Park") as depicted in **Exhibit "A"** Use Area, for music festival and related activities, and;

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

The term of this Permit shall be for five (5) days, commencing **Wednesday, November 8, 2023 at 8:00 a.m. through Sunday, November 12, 2023 at 4:00 p.m.**, with related set-up occurring Wednesday, November 8, 2023, from 8:00 a.m. to 4:00 p.m. and with tear down on Sunday, November 12, 2023, from 8:00 a.m. to 4:00 p.m. The concert will be held on **Saturday, November 11, 2023, from 2:00 p.m. to 10:00 p.m. The concert must be over by 10:00 p.m.**

Additionally, 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, USE FEES, Section B.1 and B.2. Area Use, is deleted in its entirety and replaced with the following:

B. Area Use:

PERMITTEE shall pay a:

1. Use Fee of **twenty-one thousand one hundred dollars (\$21,100)** for the use of the Park as designated on **Exhibit "A" to be paid by 3:00 PM Friday, September 8, 2023.** The Use Fee is broken down as follows:
 - a. A fee of two thousand dollars (\$2,000) for the use of the Multi-purpose room for four (4) days (November 9-12, 2023) at a rate of five hundred dollars (\$500) per day.
 - b. A fee of one thousand six hundred dollars (\$1,600) for the use of the Mallard Shelter for four (4) days (November 9-12, 2023) at a rate of four hundred dollars (\$400) per day.
 - c. A fee of seventeen thousand five hundred dollars (\$17,500) for the use of seven acres of open space for five (5) days at a rate of five hundred dollars (\$500.00) per acre per day.
2. Camping Fees in the amount of **seven thousand eight hundred dollars (\$7,800)** for the use of the Park as designated on **Exhibit "A" are to be paid by 3:00 PM Friday, September 8, 2023.** The use of camping spaces is as follows:
 - a. A fee of **six thousand dollars (\$6,000)** for seventy-five full hook-up camping sites for two nights (November 10 & 11) at a cost of forty dollars (\$40) per site per night.
 - b. A fee of **one thousand eight hundred dollars (\$1,800)** for nine tent group camping sites for two nights (November 10 & 11) at a cost of one hundred dollars (\$100) per site per night.
 - c. Twenty people (20) allowed per tent group site. Any additional campers are at a rate of \$5 per person per night.
 - d. A tally fee of **thirty dollars (\$30)** will be imposed on PERMITTEE, and additional campers will be invoiced to be paid upon receipt.

Article IV, USE FEES, Section D. first paragraph, is deleted and replaced with the following:

PERMITTEE shall pay **ten thousand dollars (\$10,000)** as a damage/clean-up deposit to be paid by **3:00 PM, Friday, September 8, 2023**. 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").

Article XXVIII, CAMPAIGN CONTRIBUTION DISCLOSURE, is added:

CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

Permittee has disclosed to the County using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, 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 Permittee's proposal to the County, or (2) 12 months before the date this Permit was approved by the Board of Supervisors. Permittee acknowledges that under Government Code section 84308, Permittee 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 Permit.

In the event of a proposed amendment to this Permit, the Permittee 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 Permittee or by a parent, subsidiary or otherwise related business entity of Permittee.

All other provisions and terms of the Permit, Contract No. 23-484, 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.

ENTIRE AGREEMENT

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.

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

SAN BERNARDINO COUNTY

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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

Skyline Production Group LLC
(Print or type name of corporation, company, contractor, etc.)

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

Name Michael Haase
(Print or type name of person signing contract)

Title Managing Partner
(Print or Type)

Dated: _____

Address 202 S. Rochester Ave
Ontario, Ca 91761

Total Production Group LLC
(Print or type name of corporation, company, contractor, etc.)

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

Name Nikko Jocson
(Print or type name of person signing contract)

Title President
(Print or Type)

Dated: _____

Address 13855 Struikman Rd
Cerritos, CA 90703

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Suzanne Bryant, Deputy County Counsel	► Trevor Leja, Deputy Executive Officer	► Beahtha R. Davis, Director, Regional Parks Department
Date _____	Date _____	Date _____