

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



Contract Number

19-353 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

Raindance, LLC
Xavier Canale
562-824-5628
May 21, 2024 – May 20, 2029
\$60,000
\$72,000
\$132,000
6522021000

**SAN BERNARDINO COUNTY
REGIONAL PARKS DEPARTMENT
CALICO GHOST TOWN REGIONAL PARK
CALICO LEATHERWORKS
FIRST AMENDMENT TO CONCESSION AND LEASE AGREEMENT**

IT IS HEREBY AGREED AS FOLLOWS:

Amend Concession and Lease Agreement No. 19-353 as follows:

WHEREAS, San Bernardino County ("COUNTY") and Raindance, LLC ("CONCESSIONAIRE") entered into a Concession and Lease Agreement, Contract No. 19-353 (Agreement) whereby COUNTY allows CONCESSIONAIRE to use a portion ("Premises") of Calico Ghost Town Regional Park ("Park"), and;

WHEREAS, pursuant to Agreement No. 19-353, CONCESSIONAIRE has the option to extend the term of the Agreement for two (2) consecutive five (5) year periods, and;

WHEREAS, CONCESSIONAIRE now desires to exercise its option for the extended term to extend the term of the Agreement through May 20, 2029, and;

WHEREAS, both Parties now desire to amend the Agreement to reflect the extension of the Term and amend other portions of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree to amend Agreement No. 19-353 as follows:

1. The Term of the Agreement is extended through May 20, 2029.
2. Revise Paragraph 4 as follows:

LEASE FEE: In consideration for rights granted, CONCESSIONAIRE will pay a minimum monthly fee of:

- a) One thousand two hundred dollars (\$1,200) or eight percent (8%) of Gross Income as defined in Paragraph 5E, whichever is greater for years 1 through 2 of this Term (May 21, 2024 – May 20, 2026); and,
- b) One thousand two hundred dollars (\$1,200) or eight and one-half percent (8.5%) of Gross Income as defined in Paragraph 5E, whichever is greater for years 3 through 4 of this Term (May 21, 2026 – May 20, 2028); and,
- c) One thousand two hundred dollars (\$1,200) or nine percent (9%) of Gross Income as defined in Paragraph 5E, whichever is greater for year 5 of this Term (May 21, 2028 – May 20, 2029).

53. Campaign Contribution Disclosure (SB 1439)

Concessionaire has disclosed to the County using Attachment C, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or 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 Concessionaire's proposal to the County, or (2) 12 months before the date this Amendment was approved by the Purchasing Department. Concessionaire acknowledges that under Government Code section 84308, Concessionaire is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or 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 Concessionaire 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 Concessionaire.

All other provisions and terms of the Agreement, Contract No. 19-353, shall remain the same.

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.

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

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: MAY 21 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Jennifer Monell*
Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy



Raindance, LLC

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

DocuSigned by:
By ► *Xavier Canale*
(Authorized Signature - sign in blue ink)

Name Xavier Canale
(Print or type name of person signing contract)

Title Managing Member
(Print or Type)

Dated: 5/2/2024

Address 419 Shoreline Village Dr. Ste K
Long Beach, CA 90802

FOR COUNTY USE ONLY

DocuSigned by:
Approved as to Legal Form
► *Suzanne Bryant*
C2A78869B945419...
Suzanne Bryant, Deputy County Counsel

Date 5/2/2024

Reviewed For Contract Compliance
► *Moe Yousif*
2E989E9B8F1B453...
Moe Yousif, Deputy Executive Officer

Date 5/3/2024

Reviewed and Approved by Department
► *Beahla R. Davis*
78636200897E420...
Beahla R. Davis, Director, Regional Parks Department

Date 5/2/2024



ATTACHMENT C

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: _____ N/A _____

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:

_____ N/A _____

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):

- _____ N/A _____

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 \$250, 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 \$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.

EXHIBIT "B-1"

RENT SCHEDULE

- a) CONCESSIONAIRE will pay a monthly minimum fee of one thousand two hundred dollars (\$1,200) or eight percent (8%) of Gross Income as defined in Paragraph 5E, whichever is greater for years 1 through 2 of this Term (May 21, 2024-May 20, 2026); and,
- b) One thousand two hundred dollars (\$1,200) or eight and one-half percent (8.5%) of Gross Income as defined in Paragraph 5E, whichever is greater for years 3 through 4 of this Term (May 21, 2026 – May 20, 2028); and,
- c) One thousand two hundred dollars (\$1,200) or nine percent (9%) of Gross Income as defined in Paragraph 5E, whichever is greater for year 5 of this Term (May 21, 2028 – May 20, 2029).

In addition to the above Lease fee, CONCESSIONAIRE, for and during the entire term of this Lease must pay COUNTY three and a half percent (3.5%) of the monthly Gross Income, defined as an advertising fee to defray all direct advertising and promotional expenses incurred by COUNTY for the advertising and promotion of the Park. COUNTY retains the right, in its sole discretion, to approve or disapprove any of the recommendations submitted by the Calico Concession Association, Inc., and the right to approve how the advertising funds shall be dispersed.

1. COUNTY agrees to pay a monthly sum equal to a minimum of **one and a half (1-1/2)** times the total 3.5% collected from all Park concessionaires into the advertising trust account.
2. COUNTY shall expend the advertising funds in a business-like manner consistent with the promotion of the Park and in a manner intended to promote the Park.