

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



Contract Number

23-934 A-1

SAP Number

Regional Parks Department

Department Contract Representative Beahta R. Davis
Telephone Number 909-387-2340

Contractor	<u>Sabaidee Fest LLC</u>
Contractor Representative	<u>Salong Namsa</u>
Telephone Number	<u>(408) 386-1774</u>
Contract Term	<u>June 10-18, 2024</u>
Original Contract Amount	<u>\$76,406</u>
Amendment Amount	<u>\$4,700</u>
Total Contract Amount	<u>\$81,106 (+ \$25,000)</u>
Cost Center	<u>65222011000</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

This Amended Interim Use Permit is for a period of nine days, June 10, 2024, to June 18, 2024, for the use of the Multi-Purpose Room, Mallard Shelter, 11 acres of open space, 85 full hook-up sites, and 10 tent group camping sites for the Sabaidee Festival at Prado Regional Park. The County will receive revenue in the amount of \$81,106 for this use, as well as a refundable deposit in the amount of \$25,000.

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

San Bernardino County ("COUNTY") and Sabaidee Fest LLC ("PERMITTEE") entered into Interim Use Permit, Contract No. 23-934 (Agreement), whereby COUNTY allowed PERMITTEE to use a portion of Prado Regional Park ("Park") on June 10-18, 2024. The parties hereby agree to amend the Interim Use Permit to allow PERMITTEE to add one more day to camping and to add ten full hook up sites as follows:

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

2. Camping Fees in the amount of **sixteen thousand, four hundred thirty dollars (\$16,430)** for the use of the Park as designated on **Exhibit "A" are to be paid by 3:00 PM Friday, May 17, 2024.** The use of camping spaces is as follows:

- a. A fee of **twelve thousand dollars (\$12,000)** for seventy-five full hook-up camping sites for four nights (June 13 - 17) at a cost of forty dollars (\$40) per site per night.
- b. A fee of **three thousand, six hundred dollars (\$3,600)** for ten tent group camping sites for four nights (June 13 - 17) at a cost of ninety dollars (\$90) 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 fee of **eight hundred dollars (\$800)** for ten full-hook up sites for two nights (June 10-12, 2024) at a cost of (\$90) per site per night.
- e. A tally fee of **thirty dollars (\$30)** will be imposed on PERMITTEE, and additional campers will be invoiced to be paid upon receipt.

Article XXVIII, CAMPAIGN CONTRIBUTION DISCLOSURE, is added:

CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

Permittee has disclosed to the County using Attachment A - 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. 23-934, 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

►

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

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

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

Name Salong Namsa
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 4124 S Inglenook Way
Ontario, Ca 91761

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 ► Beahta R. Davis, Director, Regional Parks Department Date _____
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ATTACHMENT A

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.

Sabaidee Fest LLC

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: SaLong Namsa_____
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):

SaLong Namsa

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
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.