

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



Contract Number

24-769

SAP Number

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Politico LLC.
<b>Contractor Representative</b>	Taylor Cottle
<b>Telephone Number</b>	(410) 562-8171
<b>Contract Term</b>	September 1, 2024 through August 31, 2026
<b>Original Contract Amount</b>	\$25,830
<b>Amendment Amount</b>	NA
<b>Total Contract Amount</b>	\$25,830
<b>Cost Center</b>	8616
<b>Grant Number (if applicable)</b>	

**Briefly describe the general nature of the contract:** Master Service Agreement, including non-standard terms, with POLITICO LLC for a subscription to POLITICO Pro Analysis Plan in the amount of \$25,830 for the contract period of September 1, 2024 through August 31, 2026.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 7/26/2024

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ Andrew Goldfrach  
Andrew Goldfrach, ARMC Chief Executive Officer

Date 7/29/2024

# POLITICO PRO

1000 Wilson Boulevard, 8<sup>th</sup> Floor, Arlington, VA, 22209-2249  
Phone: 703.341.4600

Contract No: Q-58991  
Valid Through: 08/31/2024  
Contact: Taylor Cottle  
Phone: 410.562.8171  
Email: tcottle@politico.com

**Sold To:**  
Erin Managbanag  
Arrowhead Regional Medical Center  
400 N. Pepper Ave.  
Colton Ca., 92324  
, United States  
Phone: 9096583156  
Email: managbanae@armc.sbcounty.gov

**Bill To:**  
Erin Managbanag  
Arrowhead Regional Medical Center  
400 N. Pepper Ave.  
Colton Ca., 92324  
, United States  
Phone: 9096583156  
Email: managbanae@armc.sbcounty.gov

**Billing Info (if different)**  
Name:  
Title:  
Address:  
Phone:  
Email:

Year 1					
Plan	Start Date	End Date	# of Users	Policy Areas Per User	Total Price
Pro Analysis	09/01/2024	08/31/2025	3	2	
Price Valid Through: 08/31/2024					TOTAL: \$12,600.00

\*Does not include applicable sales tax  
\*\*Customer billing schedule will be Annual

Year 2					
Plan	Start Date	End Date	# of Users	Policy Areas Per User	Total Price
Pro Analysis	09/01/2025	08/31/2026	3	2	
Price Valid Through: 08/31/2024					TOTAL: \$13,230.00

\*Does not include applicable sales tax  
\*\*Customer billing schedule will be Annual

It is understood and agreed that the full-term length of this contractual agreement shall be inclusive of the start date 09/01/2024 and shall end on the date of the 08/31/2026 in accordance with TERM AND TERMINATION section of the Politico Master Service Agreement.

#### POLITICO Pro Analysis Plan includes:

- Pro Edge platform with news content for all policy areas
- Tools including Directories, Document Drawer, Projects, Calendar, Campaign Race Dashboard, Legislative Compass, Regulatory Compass, Dialogue Tracking, Stakeholder Management, Stakeholder Analysis.
- Customizable alerts for tools included in the platform.
- Selected number of policy areas enable content to be pushed directly to email, including newsletters, news content, breaking news alerts.
- Subscriber-only teleconferences.
- Analysis-based content including Pro Data Analysis, Pro Bill Analysis, and Pro Issue Analysis.

#### Terms & Conditions

1. This Agreement ('Agreement') is entered into as of the date listed below ('Effective Date') by and between the organization listed below ('Client') and POLITICO LLC 'POLITICO Pro'.
2. GRANT OF RIGHTS. This Agreement grants Client a non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable worldwide license to use the POLITICO Pro content ('Content') as selected in the Order Form. This Agreement permits only identified users to access and receive content from POLITICO Pro. Neither Client nor Users shall directly or indirectly reproduce or otherwise distribute (in print, electronic, or intranet format) material appearing on the site or received via email without prior written permission from POLITICO Pro.

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3. USER ID AND PASSWORD. POLITICO Pro will give Users a user ID and password. User ID and password credentials shall be strictly limited to the number of Users for which Client purchases access; provided such Users are at the same organization and use an email address with the same organizational domain. Sharing or transferring the User ID and password is prohibited without written permission from POLITICO Pro.

4. FORWARDING. POLITICO Pro does not permit forwarding of content (i.e., newsletters, articles, whiteboards, congressional directory content, or legislative compass content) externally or to Client's non-Users. This Agreement expressly excludes auto-forwarding and manually forwarding POLITICO Pro content, and posting POLITICO Pro content on a website or intranet.

5. REMEDIES. Client acknowledges and agrees that strict compliance with paragraphs 1, 2 and 3 of these Terms and Conditions are material terms of this Agreement. Client further acknowledges and agrees that Client will be liable to Politico Pro for no less than the full year subscription price for each individual violation of the foregoing paragraphs without further proof of damages in addition to any further damages to which Politico Pro may be entitled.

6. INVOICING. Client shall be invoiced (Annually), in advance, at the rate ('Rate') attached hereto as the Order Form for the selected Content. Payment shall be Due upon receipt. Client agrees to bear all reasonable costs, including attorneys' fees, that POLITICO Pro incurs to collect payment due hereunder.

7. TERM AND TERMINATION. This Agreement shall take effect as of the Effective Date and shall terminate on the date reflected in the Order Form. In order to avoid a subscription interruption, signed renewals must be received by no later than fourteen (14) days prior to the Termination Date. This Agreement may be terminated prior to the termination date upon written notice (i) by POLITICO Pro at any time when Client's account may otherwise be suspended for delinquency pursuant to Section 5 of this Agreement; (ii) by either Party, if the other party materially breaches any non-payment provision of this Agreement and either the breach cannot be cured or if the breach can be cured it is not cured by such breaching party within thirty (30) days after receipt of written notice of such breach; or (iii) by POLITICO Pro if any Content no longer available, but only with respect to the unavailable Content. Following the termination of this Agreement pursuant to clause (iii) of the preceding sentence POLITICO Pro shall promptly reimburse Client for any advance payments made by Client for Content that has not and will not be delivered to the Client following such termination.

8. COPYRIGHT. Client acknowledges that the POLITICO Pro content is copyrighted by POLITICO Pro or its licensors and that neither Users nor Client hereby obtains any rights whatsoever in the same.

9. PRIVACY. This Agreement and Client's use of the Content is subject to Politico Pro's privacy policy, found at <https://www.politicopro.com/privacy-policy>.

10. GENERAL. Neither this Agreement nor any part or portion hereof shall be assigned or otherwise transferred by Client without POLITICO Pro's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. All notices hereunder shall be sent, certified mail, to POLITICO Pro at 1000 Wilson Blvd., Eighth Floor, Arlington, VA 22209, and to Client at the mailing address provided in this Agreement.

11. PUBLICITY. Client agrees that POLITICO Pro may use Client's name and logo in POLITICO Pro's marketing materials or communications (including, but not limited to, POLITICO Pro's website and in POLITICO Pro's marketing presentations) for the sole purpose of indicating Client as a subscriber to the Content. Subject to the terms and conditions of this Agreement, Client hereby grants POLITICO Pro a non-exclusive and limited license to use and publicly display Client's logo as set forth in this Section.

12. ELECTRONIC SIGNATURES. This Addendum 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 Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (whether by facsimile, PDF or other mail 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 Addendum upon request.

# POLITICO PRO

1000 Wilson Boulevard, 8<sup>th</sup> Floor, Arlington, VA, 22209-2249  
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Contract No: Q-58991  
Valid Through: 08/31/2024  
Contact: Taylor Cottle  
Phone: 410.562.8171  
Email: tcottle@politico.com

Client: San Bernardino County on behalf of Arrowhead Regional Medical Center

Signature: \_\_\_\_\_

Name (Print): Dawn Rowe AUG 20 2024

Title: Chair, Board of Supervisors

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Vendor: Politico Pro

Signature: \_\_\_\_\_

Elizabeth Thompson  
Elizabeth Thompson (Jul 25, 2024 08:47 EDT)

Name (Print): Elizabeth Thomp

Title: Assistant Cont

Email: ethompson@pc

Phone: 703-346-1758

Sales Tax Exempt: **No** Yes)

If yes, please provide your exemption certificate:

Please provide PO information, if applicable:

PO Amount:

PO Number:

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 of the County of San Bernardino

By \_\_\_\_\_  
Deputy





## Campaign Contribution Disclosure (Senate Bill 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.**

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Contact: Taylor Cottle  
Phone: 410.562.8171  
Email: tcottle@politico.com

1. Name of Contractor: POLITICO MEDIA GROUP HOLDING INC (DBA. POLITICO)

2. Is the entity listed in Question No. 1 a non-profit 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: CEO: Goli Sheikholeslami

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): Axel Springer SE

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
AXEL SPRINGER SE	OWNER

6. Name of agent(s) of Contractor:

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

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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		

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	

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.  
 form.

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):  
11/11/11

Amount(s): 0

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

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By signing below, 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 this matter is pending and for 12 months after a final decision is made by the County.

Elizabeth Thompson

Elizabeth Thompson (Jul 25, 2024 08:47 EDT)

Signature

Elizabeth Thomposn

Print Name

7/25/2024

Date

Politico LLC

Print Entity Name, if applicable