



Contract Number
21-644 A-1

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative	<u>Dan Munsey</u>
Telephone Number	<u>909-387-5779</u>
Contractor	<u>Live Nation Worldwide, Inc.</u>
Contractor Representative	<u>Nikki Hutchinson</u>
Telephone Number	<u>909.495.3604</u>
Contract Term	<u>August 24, 2021, through June 30, 2027</u>
Original Contract Amount	<u></u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u></u>

IT IS HEREBY AGREED AS FOLLOWS:

Pursuant to Section 12 of Agreement No. 21-644 (Agreement) between Live Nation Worldwide, Inc. (Applicant) and the San Bernardino County Fire Protection District (SBCFPD), Applicant and SBCFPD agree to amend the Agreement for the continued provision of onsite fire and life safety protection services to Applicant, effective July 1, 2024, as follows:

1. Section 3 of the Agreement is deleted and replaced with the following Section 3 which shall read as follows:
 3. Applicant shall compensate SBCFPD at the rates set forth in Exhibit "B". The rates as shown in Exhibit B will update automatically effective July 1 of each year based on SBCFPD's Board of Directors' approved fees.
2. Section 8 of the Agreement is deleted and replaced with the following Section 8 which shall read as follows:
 8. This Agreement shall be for a period commencing on August 24, 2021, through June 30, 2027, unless terminated by either party without cause upon 30 days prior written notice to the other party. SBCFPD's Fire Chief shall have the right to exercise SBCFPD's authority under this Agreement including the right to give notice of termination on behalf of SBCFPD at his sole discretion. The Director of Operations for the Applicant shall have the right to exercise Applicant's authority under this Agreement including the right to give notice of termination on behalf of the Applicant at his sole discretion.

The Applicant agrees to indemnify, defend (with counsel reasonably approved by SBCFPD) and hold harmless SBCFPD and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the acts, errors or omissions of Applicant for any costs or expenses incurred by SBCFPD on account of any claim except where such indemnification is prohibited by law.

3. Section 13 of the Agreement is deleted and replaced with the following Section 13 which shall read as follows:

13. All terms, conditions and provisions contained herein shall inure to and shall bind the parties hereto, their heirs, representatives, assigns, or successors-in-interest. Applicant shall notify any heirs, representatives, assigns, or successors-in-interest of the terms of this Agreement. SBCFPD must approve any assignment of this Agreement by Applicant.

4. The address of SBCFPD in Section 18 is hereby updated to read as follows:

SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT

598 South Tippecanoe Avenue, Second Floor
San Bernardino, CA 92415

5. Section 19 is added to the Agreement to read as follows:

19. In the event of a dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

6. Section 20 is added to the Agreement to read as follows:

20. Campaign Contribution Disclosure (SB 1439)

Applicant has disclosed to SBCFPD using Exhibit D - 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/Board of Directors 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 Applicant's proposal to SBCFPD, or (2) 12 months before the date this Amendment was approved by the Board of Supervisors/Board of Directors. Applicant acknowledges that under Government Code section 84308, Applicant is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors/Board of Directors or other County elected officer for 12 months after SBCFPD's consideration of this Amendment.

In the event of a proposed amendment to the Agreement, Applicant will provide SBCFPD a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors/Board of Directors 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 Applicant or by a parent, subsidiary or otherwise related business entity of Applicant.

All other terms of Agreement No. 21-644 shall remain in full force and effect.

This Amendment No. 1 to the Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

IN WITNESS THEREOF, this Amendment No. 1 has been executed and approved and is effective and operative as to each of the parties are herein provided.

San Bernardino County Fire Protection District

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Dawn Rowe, Chair, Board of Directors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIR OF THE BOARD

Lynna Monell, Secretary

By _____
Deputy

Live Nation Worldwide, Inc.

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

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

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 2575 Glen Helen Parkway

Devore, CA 92407

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Scott Runyan, Principal Assistant County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

EXHIBIT B

Personnel and Equipment Rates

Personnel	Hourly Rate
Battalion Chief	\$167.07
Hazardous Materials Specialist II	\$77.69
Fire Prevention Officer	\$72.76
Fire Investigator I	\$139.59
Fire Prevention Specialist	\$89.61
Fire Investigator II	\$173.65
Captain	\$131.68
Engineer	\$108.81
Firefighter Paramedic	\$86.52
Firefighter EMT	\$74.10

Equipment	Hourly Rate
Engine Type I or II	\$214.52
Engine Type III	\$187.19
Water Tender	\$140.94
Brush Patrol	\$94.92

Special Event Standby Fees:

Personnel

NOTE: The Special Event Standby Fees for suppression and non-suppression personnel are billed at the same amount as the Employee Classification Hourly Rates.

Equipment

NOTE: Equipment Standby Fees will be billed at 50% of the applicable equipment rate per Federal Highway Administration Guidelines.



Exhibit D

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors/Board of Directors 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/San Bernardino County Fire Protection District in a proceeding on the matter for the purpose of influencing the County's/ San Bernardino County Fire Protection District's decision on the matter; or (c) communicates with County/San Bernardino County Fire Protection District employees, for the purpose of influencing the County's/San Bernardino County Fire Protection District'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/San Bernardino County Fire Protection District employees for purposes of influencing the County's/San Bernardino County Fire Protection District'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: _____
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: Joe Berchtold
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):

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

Company Name	Relationship

6. Name of agent(s) of Contractor:

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

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, San Bernardino County Fire Protection District, or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

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

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9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors/Board of Directors 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/Director Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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/Board of Directors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the San Bernardino County Fire Protection District.