

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



Contract Number

14-110 A-12

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Live Nation Worldwide, Inc.
Contractor Representative	Nikki Hutchison, Assistant General Manager
Telephone Number	(909) 495-3605
Contract Term	03/01/2014 through 06/30/2025
Original Contract Amount	Supplemental Law Enforcement Services
Amendment Amount	-----
Total Contract Amount	Supplemental Law Enforcement Services
Cost Center	4439101000

IT IS HEREBY AGREED AS FOLLOWS:

TWELFTH AMENDMENT

Contract No. 14-110 to provide supplemental law enforcement services to LIVE NATION is hereby amended, effective July 1, 2024, as follow:

(1) To replace **Section I.C.** in its entirety with:

I.C. Specific personnel and vehicles are assigned at the sole discretion of the SHERIFF, who shall give due consideration to the needs of LIVE NATION.

I.C.1 Notwithstanding the above, effective July 1, 2020, SHERIFF, at its sole discretion, shall determine and communicate its ability to provide said personnel and vehicles necessary for supplemental law enforcement services for LIVE NATION during the last full weekend in the month of September, a time at which activities related to the Annual Sheriff's Rodeo, sanctioned by the Professional Rodeo Cowboy Association (PRCA), take place.

I.C.2 Notwithstanding the above, effective July 1, 2024, SHERIFF, at its sole discretion, shall determine and communicate its ability to provide said personnel and vehicles necessary for supplemental law enforcement services for LIVE NATION during the first full weekend in the month of May, a time at which activities related to the Annual Sheriff's Employee Assistance Team Heat Barbeque and Chili-Cook Off (SEAT Heat) , take place.

(2) To update rates for service for 2024-25, by replacing Schedule A referred to in **Section II. A**, with the Schedule A that is attached hereto and incorporated herein by this reference.

(3) To replace the first sentence in **Section III** in its entirety with:

III. This contract shall be for a period of time commencing on March 1, 2014 through June 30, 2025.

(4) By replacing **Section VII. A – Electronic Signatures** in its entirety with:

VII. A. ELECTRONIC SIGNATURES

This Contract and, if applicable, any subsequent amendments, 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

(5) To add **Section VIII – Campaign Contribution Disclosure (SB 1439)** as follows:

VIII. CAMPAIGN CONTRIBUTIONS DISCLOSURE (SB 1439)

Contractor has disclosed to the County using Attachment B - 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 Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor 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 Contract.

In the event of a proposed amendment to the Contract, the Contractor 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 Contractor.

Except as amended all other terms and conditions of this Contract remain as stated therein.

Signatures in the next page

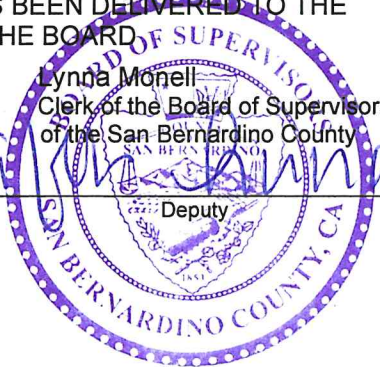
With the exception of the signatures, this page is left intentionally blank.

SAN BERNARDINO COUNTY

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

Dated: JUN 25 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

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



Live Nation Worldwide, Inc.
(Print or type name of corporation, company, contractor, etc.)

By ► *Nikki Hutchinson*
(Authorized signature - sign in blue ink)

Name Nikki Hutchinson, Assistant General Manager
(Print or type name of person signing contract)

Title Assistant General Manager
(Print or Type)

Dated: 6/10/2024

Address 2575 Glen Helen Parkway
Devore, CA 92407

FOR COUNTY USE ONLY

Approved as to Legal Form
► *Grace B. Parsons*
Grace B. Parsons, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► *Kelly Welty*
Kelly Welty, Chief Deputy Director of Sheriff's Administration
Date 6/13/24

SCHEDULE A

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT SUPPLEMENTAL LAW ENFORCEMENT SERVICES FOR LIVE NATION WORLDWIDE, INC.

EFFECTIVE JULY 1, 2024

Hourly rates for Service¹

FY 24-25 Rates	FY 24-25 Rates
Sheriff's Sgt Arson/Bomb	\$ 172.90
Sheriff's Sgt Motor	\$ 170.18
Sheriff's Sergeant	\$ 166.36
Sheriff's Detective Arson/Bomb	\$ 146.90
Sheriff's Corporal Motor	\$ 144.17
Sheriff's Detective/Corporal	\$ 140.35
Sheriff's Deputy	\$ 127.17
Sheriff's Deputy Motor	\$ 130.99
Sheriff's Deputy Arson/Bomb	\$ 133.72
Sheriff's Reserve Deputy	\$ 60.63

Other Costs:

- a. Cost for services from other law enforcement agencies to be billed at actual cost.
- b. Portable restrooms (minimum two per event), and related services at an estimated cost of \$95 each, per day, to be billed at actual cost.

¹ Hourly rates include salary and benefit costs and are subject to change by Board of Supervisors' action. Any increase in the rates will be in the form of an amendment to this contract, signed by both parties. Rates for sworn personnel providing direct services to the LIVE NATION includes 41.59% overhead rate which recovers the County's indirect costs, including the cost of sworn staff above the rank of Sergeant and all professional staff.



ATTACHMENT B

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/Coroner/Public Administrator, 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: Live Nation Worldwide, Inc.

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 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

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: _____

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 or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.