



Contract Number

14-110 A-8

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative
Telephone Number

John Ades, Captain
(909) 387-0640

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Live Nation Worldwide, Inc.
John Piehuta, General Manager
(909) 495-3605
03/01/2014 through 06/30/2021
Supplemental Law Enforcement Services

Supplemental Law Enforcement Services
4439101000

IT IS HEREBY AGREED AS FOLLOWS:

EIGHTH AMENDMENT

Contract No. 14-110 to provide supplemental law enforcement services to LIVE NATION is hereby amended, effective July 1, 2020, 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, time in which activities related to the Annual Sheriff's Rodeo, sanctioned by the Professional Rodeo Cowboy Association (PRCA), take place.

(2) To update rates for service for 2020-21, by replacing the Schedule A referred to in Section II. A, with the Schedule A attached hereto and incorporated 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, 2021

(4) To replace **Sections IV.A.1** and **IV.A.2** in their entirety with:

IV.A.1 LIVE NATION agrees to indemnify, defend (with counsel reasonably approved by the COUNTY) and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers ("Indemnitees"), from any and all claims actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. LIVE NATION's indemnification obligation applies to the COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" with the meaning of Civil Code Section 2782.

IV.A.2 COUNTY agrees to indemnify, defend (with counsel reasonably approved by LIVE NATION) and hold harmless LIVE NATION and its officers, employees, agents and volunteers ("Indemnitees"), from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by LIVE NATION on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The COUNTY's indemnification obligation applies to LIVE NATION's "active" as well as "passive" negligence but does not apply to LIVE NATION's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

(5) To replace Section IV.B.9 in its entirety with:

IV.B.9 Proof of Coverage. LIVE NATION shall furnish Certificates of Insurance to the SHERIFF evidencing the insurance coverage at the time the contract, or annual amendments, are executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the SHERIFF, and LIVE NATION shall maintain such insurance from the time LIVE NATION commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, or annual amendments, LIVE NATION shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

(6) To update the address for LIVE NATION in **Section V** where notices required under this contract shall be sent to.

V. NOTICES

LIVE NATION: Live Nation Worldwide, Inc.
2575 Glen Helen Parkway
Devore, CA 92407

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

[Except for signatures, this page is intentionally left blank]

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, 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
of the County of San Bernardino

By _____
Deputy

Live Nation Worldwide, Inc.

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

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

Name John Piehuta
(Print or type name of person signing contract)

Title General Manager
(Print or Type)

Dated: _____

Address 2575 Glen Helen Parkway
Devore, CA 92407

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Richard D. Luczak, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

John Ades, Captain

Date _____

SCHEDULE A

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

EFFECTIVE JULY 1, 2020

Hourly rates for Service¹

Sheriff's Sgt Arson/Bomb	\$144.32
Sheriff's Sgt - Motor	\$141.71
Sheriff's Sergeant	\$138.06
Sheriff's Detective Arson/Bomb	\$122.80
Sheriff's Corporal - Motor	\$120.19
Sheriff's Detective/Corporal	\$116.54
Sheriff's Deputy	\$105.60
Sheriff's Deputy - Motor	\$109.25
Sheriff's Deputy - Arson/Bomb	\$111.86
Sheriff's Reserve Deputy	\$53.47

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 42.02% overhead rate which recovers the County's indirect costs, including the cost of sworn staff above the rank of Sergeant and all professional staff.