Service Agreement

This Service Agreement (hereafter "Agreement") is effective from the date of approval by the Yuba County Board of Supervisors through June 30, 2024, by and between the County of Yuba (hereafter "County") on behalf of its Sheriffs Department (hereafter "Sheriffs Department") and Live Nation Worldwide Inc., dba Toyota Amphitheatre (hereafter "Live Nation Worldwide").

Recitals

WHEREAS, Live Nation Worldwide requires the special services of the Sheriffs Department for concerts held at the Toyota Amphitheatre (hereafter "Amphitheatre"); and

WHEREAS, Government Code section 53069.8(a) provides that the Yuba County Board of Supervisors may contract on behalf of the Sheriff to provide supplemental law enforcement services to private individuals or private entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, concerts held at the Toyota Amphitheatre are such a special event; and

WHEREAS, the provision of supplemental law enforcement services shall not reduce the normal and regular ongoing service that the Sheriffs Department provides to the citizens of Yuba County;

NOW, THEREFORE, the parties hereto agree as follows:

(1) Term

The term of this Agreement, as stated above, is effective from from the date of approval by the Yuba County Board of Supervisors through June 30, 2024. Either party may terminate this Agreement prior to that date by providing a written notice of termination to the other party no less than thirty (30) days in advance.

(2) Staffing

Live Nation Worldwide agrees to use law enforcement personnel from the Sheriffs Department at every concert produced by Live Nation Worldwide at the Toyota Amphitheatre. If Live Nation Worldwide contracts with another entity to produce or sponsor a concert at the Amphitheatre, Live Nation Worldwide shall guarantee the full terms of the approved security plan, traffic management plan, and this Agreement are met and complied with by that entity. Live Nation Worldwide agrees to specifically reference this Agreement in any and all contracts it makes with another entity or other entities and to fully incorporate this Agreement therein.

Should Live Nation Worldwide sponsor, book, and/or promote an event other than a concert at the Amphitheatre, Live Nation Worldwide agrees to notify the Sheriffs Department at least ten (10) days in advance. If Live Nation Worldwide and the Sheriffs Department mutually agree supplemental law enforcement services is needed, they shall agree on the staffing level pursuant to the conditions

set forth in this Agreement. The same holds true should an entity other than Live Nation Worldwide sponsor, book, and/or promote an event at the Amphitheatre.

Minimum staffing for any concert is six (6) Deputy Sheriffs and two (2) supervisors (liaisons). Additional staffing will be assigned with the mutual agreement of the Sheriffs Department and Live Nation Worldwide. Should the Sheriffs Department and Live Nation Worldwide mutually agree on less than the minimal staffing requirements as stated above, Live Nation Worldwide shall only be obligated to pay for the number of Sheriffs Department personnel actually provided.

Supervisors from the Sheriffs Department are responsible for supervlsmg Sheriff's Department personnel and will act as liaisons to Live Nation Worldwide personnel.

The Sheriffs Department will use Captains, Lieutenants and Sergeants (as determined in the Sheriffs sole discretion) to staff supervisory positions. Deputy Sheriffs and Reserve Deputy Sheriffs will be used to staff non-supervisory positions. Captains, Lieutenants and Sergeants may be used to staff non-supervisory positions with the mutual consent of both the Sheriffs Department and Live Nation Worldwide.

The Sheriff's Department and Live Nation Worldwide will continuously meet and confer on law enforcement staffing levels for each concert. The number of Sheriffs Department personnel used will be based on, but not limited to, the number of patrons, crowd behavior, and the history of similar events at this and other venues. If a mutual agreement cannot be reached on staffing levels, the final decision will rest with the Sheriff.

(3) Undercover Operations

The Sheriff's Department and Live Nation Worldwide agree to meet and confer on the need for undercover operations at certain events. The decision to use undercover personnel shall be a mutual one.

Live Nation Worldwide will pay for all personnel costs associated with undercover operations Live Nation Worldwide and the Sheriffs Department have mutually agreed to.

(4) Other Services

A Public Safety Dispatcher may be assigned to a special event as mutually agreed upon by the Sheriffs Department and Live Nation Worldwide. The Dispatcher may be assigned to the Sheriffs Department's Communications Center or on site at the special event as determined by the Sheriffs Department. Dispatchers assigned to the special event are responsible for processing calls for service and radio traffic related to the event.

Community Service Officers may also be assigned to the special event as mutually agreed upon by the Sheriffs Department and Live Nation Worldwide. Assignment of Community Service Officers is specifically limited to providing traffic control and general support, but not supplemental law enforcement services.

(5) Reimbursement for Services

Live Nation Worldwide agrees to compensate the Sheriffs Department for personnel costs incurred. The Sheriff's Department agrees to bill Live Nation Worldwide for the actual time assigned to the event. This may include pre-event briefings. These personnel costs are as follows:

Supplemental Law Enforcement Services:

Supervisor (Captain, Lieutenant, Sergeant)	$115.00/Hour
Deputy Sheriff	$89.00/Hour
Reserve Deputy Sheriff	$55.00/Hour

Other Services:

Public Safety Dispatcher	$69.00/Hour
Community Service Officer	$67.00/Hour
Correctional Officer	$69.00/Hour

The Sheriff's Department agrees to bill Live Nation Worldwide only for time assigned to the special event. This includes pre-event briefings.

The Sheriffs Department will not charge Live Nation Worldwide for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Yuba County Sheriff's Department.

If the Sheriff's Department and Live Nation Worldwide mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels, Live Nation Worldwide must make separate and direct payment to that other agency for services received. This does not apply to emergency mutual aid responses.

The Sheriff's Department will submit a detailed invoice to Live Nation Worldwide on a monthly basis for services provided pursuant to this Agreement. Live Nation Worldwide agrees to pay all bills in full no later than thirty (30) days after receiving the bill. The Sheriff's Department agrees to provide Live Nation Worldwide with a written invoice at the conclusion of each concert. This invoice will estimate costs for Sheriff's Department personnel for that event. The Sheriff's Department agrees to make any necessary adjustments to the written invoice in the subsequent monthly invoice.

(6) Pedestrian and Traffic Devices

Live Nation Worldwide agrees to provide, at their cost, all control devices (i.e., signs, cones, barricades, fencing, lighting, etc.) designed for the use of crowd control and/or traffic control. The type of devices and their placement shall be determined by the approved traffic management plan. Any modifications in the type or placement of such devices will only be made with the mutual consent of Live Nation Worldwide, the Yuba County Sheriff's Department and the California Highway Patrol.

(7) Insurance and Indemnification

The County of Yuba is self-insured.

The Yuba County Sheriff's Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold Live Nation Worldwide, its landlords or licensors, their respective parents, affiliated and related companies and their partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including reasonable attorney's fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent or willful misconduct of the Yuba County Sheriff's Department or its agents, employees, appointees, or designees which act was performed in the fulfillment of this Agreement.

Live Nation Worldwide shall, to the fullest extent permitted by law and at its own expense, defend, indemnify and hold the County of Yuba and the Yuba County Sheriff's Department, their agents, employees, appointees, and designees harmless from and against any and all claims, loss (including reasonable attorney's fees, witness' fees and all court costs), damages, expenses and liability resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or willful misconduct act by Live Nation Worldwide, its parents, affiliates and related companies and their partners, directors, officers, employees, servants, representatives and agents which act was performed in the fulfillment of this Agreement.

Live Nation Worldwide shall provide proof of general liability insurance in the face amount of at least two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall be twice the required occurrence limit the County of Yuba shall be named as an additional insured and with a carrier acceptable to the County of Yuba. Live Nation Worldwide shall provide Worker's Compensation insurance as required by the State of California. Live Nation Worldwide shall also maintain Employer's Liability in the amount of one million dollars ($1,000,000) per each accident, one million dollars ($1,000,000) policy limit bodily injury by disease, and one million dollars ($1,000,000) each employee bodily injury by disease. Proof of insurance shall be provided to the County of Yuba.

(8) Authority

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates, or firms represented and purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been complied with fully.

(9) Amendments

This Agreement may be modified at any time only by written Amendment executed by all of the parties hereto.

(10) Construction

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

(11) Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties.

(12) Governing Law

The laws of the State of California shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.

Live Nation Worldwide Representative — **Date** 12/7/23

Wendell Anderson, Yuba County Sheriff-Coroner — **Date** 12/12/23

Chair
Yuba County Board of Supervisors — **Date**

Approved as to Form

By: _____
Joseph F. Larmour, County Counsel

Insurance Provisions Approved

_____
Tiffany Manuel, Risk Manager