

Service Agreement

This Service Agreement (hereafter "Agreement") is effective from the date of approval by the City of Wheatland City Council through June 30, 2026, by and between the City of Wheatland (hereafter "City") on behalf of its Police Department (hereafter "Police Department") and Live Nation Worldwide Inc., dba Toyota Amphitheatre (hereafter "Live Nation Worldwide").

Recitals

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

WHEREAS, Government Code section 53069.S(a) provides that the Wheatland City Council may contract on behalf of the Police Department to provide supplemental law enforcement services, within the City limits of Wheatland, 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 Police Department provides to the citizens of the City of Wheatland, Yuba County;

NOW, THEREFORE, the parties hereto agree as follows:

(1) Term

The term of this Agreement, as stated above, is effective from the date of approval by the Wheatland City Council through June 30, 2026. 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. The City may terminate this Agreement immediately upon written notice in the event of material breach by Live Nation Worldwide, including but not limited to failure to remit timely payment, non-compliance with security plans, or any action that jeopardizes public safety.

(2) Staffing

Live Nation Worldwide agrees to use law enforcement personnel from the Police Department at certain concerts approved and 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 Police Department at least ten (10) days in advance. If Live Nation Worldwide and the Police Department mutually agree that

supplemental law enforcement services are 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.

Minimal additional staffing for an agreed upon concert event is (2) Police Officers or (1) Police Officer and (1) Supervisor (liaisons). Additional staffing will be assigned with the mutual agreement of the Police Department and Live Nation Worldwide. Should the Police 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 Police Department personnel actually provided.

Supervisors from the Police Department are responsible for supervising Police Department personnel and will act as liaisons to Live Nation Worldwide personnel.

The Police Department will use Sergeants and Reserve Sergeants (as determined in the Police Chief's sole discretion) to staff supervisory positions. Reserve Police Officers will be used to staff non-supervisory positions. Sergeants may be used to staff non-supervisory positions with the mutual consent of both the Police Department and Live Nation Worldwide. At no time will the staffing for the City of Wheatland be negatively affected in order to provide staffing under the terms of this contract.

The Police Department and Live Nation Worldwide will continuously meet and confer on law enforcement staffing levels for each concert. The number of Police 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 Police Chief.

If a mutual agreement cannot be reached on staffing levels for an event, the decision of the Police Chief will be final. However, the Police Chief's decision must be communicated in writing to Live Nation Worldwide before the event.

(3) Reimbursement for Services

Live Nation Worldwide agrees to compensate the Police Department for personnel costs incurred. The Police 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 (Sergeant)	\$108.00/Hour
Reserve Sergeant	\$74.00/Hour
Police Officer	\$95.00/Hour
Reserve Police Officer	\$62.00/Hour

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

The Police 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 Wheatland Police Department.

If the Police 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 Police 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 Police Department agrees to provide Live Nation Worldwide with a written invoice at the conclusion of each concert. This invoice will estimate costs for Police Department personnel for that event. The Police Department agrees to make any necessary adjustments to the written invoice in the subsequent monthly invoice.

(4) Insurance and Indemnification

The Wheatland Police 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 City of Wheatland Police 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 City of Wheatland and the Wheatland Police 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 City of Wheatland. 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 City of Wheatland.

All insurance required under this Agreement will be primary and non-contributory to any insurance carried by the City of Wheatland or County of Yuba. Certificate(s) of Insurance and required endorsements shall be provided to the City before commencement of services, and upon each policy renewal.

(5) 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.

(6) Amendments

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

(7) 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.

(8) 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.

(9) Governing Law

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

(10) Independent Contractor

For all purposes under this Agreement, the City and its personnel are independent contractors and not agents or employees of Live Nation Worldwide.

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

Live Nation

Date

Bill Zenoni
Wheatland City Manager

Date