

TOWN OF FLORENCE

SPECIAL SERVICES AGREEMENT

(Florence Fire & Medical Department)

TOWN OF FLORENCE, ARIZONA,
an Arizona municipal corporation

AND

Country Thunder West LLC

CLIENT

DATE: April 10, 2024-April 15, 2024

SPECIAL SERVICES AGREEMENT

THIS SPECIAL SERVICES AGREEMENT (the “**Agreement**”) is made between the **TOWN OF FLORENCE**, an Arizona municipal corporation (the “**Town**”) and **Country Thunder West, LLC** a corporation (the “**Client**”), to provide for the payment of fees for special services to be rendered by the Town to the Client upon the request of the Client. The Agreement is entered into on February ____, 2024 (the “**Effective Date**”).

RECITALS

- A. Client owns rents or leases certain property outside the corporate limits of Florence, Arizona, and more particularly described as Country Thunder West, LLC at Canyon Moon Ranch, 20585 Price Road, Florence, Arizona 85132 (the “**Property**”).
- B. Client desires to have extra or special services for fire protection service (“**Fire service**”) present upon the Property for five days, from Wednesday, April 10 2024, at 12:00 pm to Monday , April 15, 2024, at 12:00 pm 24 hours per day.
- C. The Town of Florence agrees to provide such services to Client, as more fully described below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Client, intending to be legally bound, agree as follows:

AGREEMENT

1. Client requests and Town agrees to provide stand-by Fire Protection service at the property. The number of personnel required, and times of service will be determined by the Town of Florence Fire Chief and Client. It is expressly agreed that the Town **will not** provide EMS service and EMS transportation service as part of this Agreement. Client and Town agree that all such personnel shall be active members of, or personnel assigned to, the Town of Florence Fire Department.
2. All personnel shall report for duty in Town of Florence Fire Department marked vehicles and shall be equipped with official Town of Florence Fire Department issued equipment.
3. Client agrees to acquire EMS service and EMS transportation service from another source.

In return for the provision of such above-described services by the Town during the Event, Client agrees to compensate the Town in the amount of Forty-Five Thousand One Hundred Thirty Two Dollars (\$45,132) per event

as more particularly described in Exhibit A and B to this Agreement as incorporated and made a part hereof, and which amounts are to be considered “flat fees” for such services, which are not pro-ratable on either an hourly or daily basis. Such compensation is due on the April 1, 2024 of this Agreement and is non-refundable unless this Agreement is cancelled pursuant to the provisions of Paragraph 7 below. In addition, Client will pay the Town a two percent (2%) fire services fee for all ticket sale and camping site sales for the 2024 Event, payable to the Town on June 1, 2024.

4. During the event Client agrees to provide Town the following:
 - a. Unobstructed access throughout the Property by on-duty personnel.
 - b. Allow pre-event inspections of the venue to be conducted by the Town Fire Marshal and State Fire Marshal in conjunction with the Pinal County Building Official. Additional inspections may be conducted as necessary throughout the event.
 - c. Portable event radios (specific number to be determined by command staff)
 - d. Space for a fire station compound to be located adjacent to the event command post with access to generator power and water hookups. Space will be sufficient to place a facility for crew quarters to sleep 6-8 to be obtained by Town.
 - e. Space for a second fire station compound to be located adjacent to the medical tent with access to generator power and water hookups. Space will be sufficient to place a facility for crew quarters to be obtained by Town.
 - f. Meal passes for all assigned personnel.
 - g. Access to on-site water trucks or fixed water supply as necessary.

5. The Client shall defend, indemnify and hold harmless the Town, its agents, employees and assigns for any loss or damage and from any liability on account of claims for personal injuries, sickness, disease, death or property damage including loss of use thereof, due to or arising out of the Town’s performance of the services agreed upon herein, unless such claims for loss or damages are due to the intentional misconduct of the Town, its agents, employees or assigns. The Client shall be responsible for primary loss investigation and defense and judgment costs where the Indemnification applies. The Client’s obligations under this Section shall survive the expiration or earlier termination of this Agreement. The insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude, or applicability of the insurance provisions

6. Fire Plan is attached as “Exhibit C”

7. Unless otherwise specified herein, this Agreement shall terminate upon the conclusion of Event as specified above.

8. Any notices required to be sent pursuant to this Agreement shall be addressed as follows.

To Client: County Thunder West, LLC
234 Space Park S
Nashville, TN
866.802.6418 telephone
615.691.7484 facsimile
Attention: General Manager

To Town: Town of Florence
PO Box 2670
Florence, Arizona 85132
520-868-7552
520.868.7564 facsimile
Attention: Town Clerk's Office

9. General Provisions

- a) Default. Failure or unreasonable delay by either party to perform any term or provision of this Agreement for a period of thirty (30) days (the "**Cure Period**") after written notice thereof from the other party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible.
- b) Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or Client of any default under this Agreement shall be construed as a waiver of any preceding or succeeding default.
- c) Incorporation of Recitals and Exhibits. The Recitals stated above, and the exhibits attached hereto are incorporated by this reference into this Agreement.
- d) Remedies for Default. If a party to this Agreement is in material default under any provision of this Agreement that has not been cured (or is not capable of cure), the non-defaulting party shall be entitled to any other right or remedy that it may have under this Agreement, at law or in equity.
- e) Attorneys' Fees. In the event any party finds it necessary to bring any action at law or other proceeding against the other party to enforce any of the terms,

covenants or conditions hereof, or by reason of any default hereunder, the party prevailing in any such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, and in the event any judgment is secured by the prevailing party, all such costs and attorneys' fees shall be included therein, with the fees to be set by the court and not by jury.

- f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages may all be attached to a single instrument.
- g) Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.
- h) Further Acts. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- i) Successors and Assigns. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the Town and Client and their respective successors and assigns.
- j) No Partnership and Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Client and the Town. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- k) Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof. All prior and contemporaneous Agreements, representations and understandings of the parties, oral or written, are hereby superseded and merged herein.
- l) Amendment. No change or additions may be made to this Agreement except by a written amendment executed by the parties hereto.
- m) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Arizona. Any disputes arising under this Agreement will be heard in the Superior Court of the State of Arizona, in and for Pinal County.
- n) Conflicts of Interest. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

- o) Good Standing/Authority. Client represents that it is a validly existing corporation under the laws of the state of Arizona. The Town represents that it is a political subdivision of the state of Arizona and is authorized to enter into this Agreement. Both Parties represent and warrant that the individual(s) executing this Agreement on behalf of the respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.
- p) Severability. In the event that (i) the Attorney General of Arizona issues or affirms an opinion which finds any part of this Agreement to be illegal, invalid or unenforceable, or (ii) any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such invalid term or portion of the Agreement may be severed herefrom and the validity and enforceability of the remainder of the Agreement shall not be affected.
- q) Insurance. During the term of the Agreement, Client, at Client's sole cost, shall maintain public liability insurance with both the Town of Florence and Client named as insureds in amounts not less than \$2,000,000 with respect to physical damage to property and death or personal injury to any number of persons. All Liability Insurance required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of this Agreement, the Town of Florence, its elected officials, officers, employees, and agents as additionally insured.
- r) Additional Insureds.
It is expressly understood that the Liability Insurance shall be endorsed to the effect that it is primary to any other similar or incidental insurance carried by Town and that Town's liability coverage, if any, shall be considered noncontributing and excess.
Town reserves the right to amend the requirements herein any time during the Agreement subject to at least 72 hours' notice to Client Insurer.

To the extent permitted by law, Client waives all rights of subrogation or similar rights against the Town.

Contemporaneously, with the Effective Date, Client shall deliver to Town a certificate and endorsement of Client's insurer evidencing all the insurance required to be maintained under this Agreement by Client.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN: TOWN OF FLORENCE, an Arizona municipal corporation.



Lisa Garcia, Interim Town Manager

2/5/2024

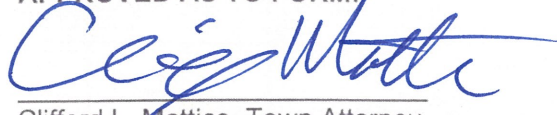
Date

ATTEST:



Patricia Buchanan, Deputy Town Clerk

APPROVED AS TO FORM:

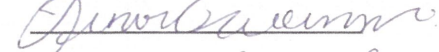


Clifford L. Mattice, Town Attorney



Mitch Snyder, Fire Chief

CLIENT: COUNTRY THUNDER West, LLC

By: 

Its: Lenore Evans - Box Office Director

Date: Feb 2/24

Exhibit A
COUNTRY THUNDER 2024
April 10, 2024-April 15, 2024
TOWN OF FLORENCE FIRE DEPARTMENT
Based on Staffing Schedule Exhibit B

Description	Hourly Rate	Hours	Days	Costs
Florence Equipment: \$31,479.36				
1- Engine Type 1	\$139.00	96	Th/F/Sa/Su	\$13,344.00
1 - Support Tender Type 2 (Water Truck)	\$72.00	96	Th/F/Sa/Su	\$6,912.00
1 – Type 3 Brush Truck	\$85.00	19/96/5	W/Th/F/Sa/Su/M	\$10,200.00
CERT Truck	\$14.32	24	Th/F/Sa/Su	\$343.68
CERT Trailer	\$5.88	24	Th/F/Sa/Su	\$141.12
CERT Box Truck	\$22.44	24	Th/F/Sa/Su	\$538.56
Personnel: \$45,132				
1 Battalion Chief	\$80.00	19/96	W/Th/F/Sa/Su	\$9,200
1 Fire Captain	\$62.00	19/96/5	W/Th/F/Sa/SuM	\$7,440
1 Fire Captain	\$62.00	96	Th/F/Sa/Su	\$5,952
1 Engineer	\$50.00	19/96/5	W/Th/F/Sa/Su/M	\$6,000
1 Engineer	\$50.00	96	Th/F/Sa/Su	\$4,800
1 Firefighter	\$40.00	19/96/5	W/Th/F/Sa/Su/M	\$4,800
1 Firefighter	\$40.00	96	Th/F/Sa/Su	\$3,840
Rentals: Station Quarters x2				\$3,100
Total				\$76,611.36
*Less Equipment Discount				\$31,479.36
Total fee due per event				\$45,132

Discount based on ticket and campsite sales and service fee revenues received by the Town of Florence.

Total Flat Fee amount is due on the Effective Date of this Agreement

Exhibit B
Staffing Schedule

Wednesday – 12:00 p.m.

- Command Post
 - Battalion Chief
- Station 1
 - Type 3: Captain, Engineer, Firefighter

Thursday – 7:00 a.m. Through Monday – 7:00 a.m.

- Command Post
 - Battalion Chief
- Station 1
 - Type 1: Captain, Engineer, Firefighter
- Station 2
 - Type 3: Captain, Engineer
 - Tender: Firefighter

Monday – 7:00 a.m. – 12:00 p.m.

- Station 1
 - Type 3: Captain, Engineer, Firefighter

EXHIBIT C
FIRE PLAN

EXHIBIT C
FIRE PLAN/MAP

RURAL METRO FIRE



Rural Metro Fire Prevention Written Emergency Plan

Country Thunder is a country music festival and lifestyle brand that hosts several festivals each year. Country Thunder has come to be known to country music fans in North America as one of the main places to find live entertainment in an outdoor setting. These festivals are usually located in traditional locations such as Florence, Arizona, Bristol, Tennessee, Twin Lakes, Wisconsin, and Kissimmee Florida in the United States, as well Calgary, Alberta and Craven, Saskatchewan.

Country Thunder has been known to attract people from all over North America, as well as visitors from other parts of the world. In 2023, Country Thunder Arizona attracted approximately 25,000 people per day.

Each festival offers entertainment on multiple stages. The main stage hosts the biggest artists in country music and new upcoming artists, with smaller stages offering upcoming and local artists. In the past, these festivals have hosted such well-known artists as Keith Urban, Luke Bryan, Jason Aldean and Eric Church. Along with the live music stages, Country Thunder also offers Electric Thunder, a late night DJ'd EDM party under a real circus tent.

All ages are welcome to attend, but overall, the average age of Country Thunder attendees ranges between 22–32. Fans can join the CT Nation fan club, where they can share information and receive information early. Country Thunder AZ is set on the picturesque Canyon Moon Ranch, offering an experience to visiting fans that is unique to this part of Arizona.

In Arizona, Country Thunder offers attendees three types of tickets: General Admission, Reserved Seating and VIP seating. General Admission allows the fan entrance into the festival and lawn seating. Reserved seating is an area that is in front of the lawn seating and allows fans to watch the concerts in an area that is closer to the front of the stage. VIP seating is seating that is at the front of the stage.

Country Thunder Arizona also offers 12 campgrounds with close to 8000 campsites. Along with camping, attendees can rent private Port-a-Potties that are delivered to their specific campsite. All the campsites are allowed one (1) sleeping quarters and two (2) motorized vehicles; with the cost for one (1) of the vehicles included with campsite purchase. If the camping unit is over 35'

in length, attendees must purchase two (2) adjacent campsites. Based on the type of campsite, there are different guidelines for quiet hours, and rules provided that must be adhered to, something campers are advised to note when choosing their campsite.

This festival is located at Country Thunder West, 20585 E Water Way, Florence, Arizona. Each festival offers entertainment on multiple stages. The main stage is the main attraction hosting both the biggest artists in country music and new upcoming talent, with smaller stages also offering upcoming artists as well as local artists. In the past, the festivals have hosted such well-known artists as Keith Urban, Luke Bryan, Brad Paisley and Eric Church. All ages are welcome to attend, but overall, the average age of Country Thunder attendees ranges between 22–32.

Festival Description

Event Name: Country Thunder Arizona

Organization: Country Thunder West LLC

Location: 20585E Price Station Rd., Florence AZ, 85132

Event Date: April 11-14, 2024

Event Time: 12:00 PM – 2:00 AM

Set-up Date: April 1-10, 2024

Take-Down Date: April 15-21, 2024.

Total Peak Attendance: 25,000 estimated per day

Campsites: There is 8000+ campsites which are mainly 19ftx40ft in size. In total

Toilets: In total there will 427 public port a potty, 1300 private rental port a potty throughout the festival grounds, 8 private washroom trailer and 1 building for reserved seat patron with permanent washroom facilities.

Showers: 5 public shower trailers are located throughout the festival grounds. There are 2 shower trailers for backstage and 42 shower in staff buildings.

Fire Hydrants: In total there is 3 fire hydrants located throughout the site for the Florence Fire Department.

Water and Sewer: The festival will have 15 sewer trucks onsite and 10 water truck with potable water during peak times. These contractors will service for a fee the RVs that are onsite.

Garbage: There is a total there 32 (8 yard), 6 (4 yard), 8 (30yard) 2 (40 yard) and 1 roll off garbage compactor and 200 (96 gallon) garbage totes spread through the festival site.

Demographic of Attendees: Ages will range from 2-90 years old. However, the main age demographic will be 21-50 years old.

Type of Food Provided: There will be 2 approx.. 30 plus food vendors in the concert bowl and the campgrounds. Most of the vendors will have a trailer and truck. All food vendors will be licensed with local health department.

Type of Retail Provided: There will be 2 approx.. 60 plus retail vendors on site selling a variety of products ranging from apparel, flags, boots, jewelry etc.

Alcohol: In the licensed area of the festival there will 5 main bars (Beer Hall, Bstage, Electric thunder, Stage right and Center) and 3 secondary bars (Skybox/Platinum, The Oasis and Blackened.)

CTAZ 2024 CONTACT LIST

Department	Name/Business	Title	Phone Number	Radio Channel	ALL CALL
Country Thunder Music Festivals	Brian Andrews	Chief Operating Officer	615-335-1495		Yes
Country Thunder Music Festivals	Kim Blevins	General Manager	615-970-0980	6	Yes
Country Thunder Music Festivals	Ted Gross	Director of Emergency Services	615-906-9665	12	Yes
Country Thunder Music Festivals	Ken Taylor	Director of Logistics/Vendors	615-970-8509	12	Yes
Country Thunder Music Festivals	Gerry Krochak	Director of Corporate Sales	403-629-8902	6	
Country Thunder Music Festivals	Nikki Harris	Manager Marketing	629-234-8647	6	
Country Thunder Music Festivals	Megan Benoit	Social Media Manager	403-874-1312	6	
Country Thunder Music Festivals	Allison Farden	Backstage Manager	615-630-4515	5	
Country Thunder Music Festivals	Kaitlyn Hembrook	Customer Service Manager	414-345-8856	6	
Country Thunder Music Festivals	Jon Phillips	Security Manager	423-202-5503	11	Yes
Country Thunder Music Festivals	Lenore Evans	Front Gate Manager	615-970-9698	15	Yes
Country Thunder Music Festivals	Stacey Blevins	Site Manager (CDN)	615-314-0736	12	Yes
Country Thunder Music Festivals	Craig Bottlemy	Site Manager	715-613-2597	12	Yes
Country Thunder Music Festivals	Austin	Video		3	
Country Thunder Music Festivals	Jake	Transportation	319-290-2248	5	
Country Thunder Music Festivals	Veronika Mosley	Labour	407-421-4251	6	
External Contractors					
Department	Name/Business	Title	Phone Number		
ATM	Jack Floyd	Mobile Money	319-939-5333		
Bar	CJ Martin	Bar Manager	608-797-5644	2	N/A
Beverages	Thomas Dennis	Coke	602-694-4798		

Beverages	Nathan Lanham-Baird	Hensley	520-850-6050		
Pinal County Agencies					
Pinal Community Development	Todd William	Deputy Director	520-866-6465		
Aquifer Protection	Atul Shah	Environmental Engineering Mgr	520-866-6562		
	David Cruse	Enviro. Health Specialist	520-866-6414		
Building Safety	James Allen	Building Official	520-866-6343		
Air Quality	Scott DiBiase	Interm Director	520-866-6969		
	Scott Spear	Enviro. Program Specialist	520-866-6960		
Pinal County Agencies, continued					
Pinal County Sheriff Office Command Post / Blue Ox			520-705-1841	1	
Pinal County Sheriff Office Dispatch			520-866-5111	1	
Pinal County Sheriff Office Emergency Management / Roadrunner	24/7 Duty Officer		520-866-6095		
Pinal County Sheriff Office	Capt Hunter Rankin	PCSO	520-705-4434		
Pinal County Sheriff Office	LT Adrian Leos	PCSO	520-705-5905		
ADOT	Angela Fierro	ADOT	520-388-4234		
CERT	John Styers	CERT	480-415-5243		
CERT	Mike Scherm	CERT	480-415-5243		
Florence Fire	James Walter	Interim Fire Chief	520-868-7607		
Florence Fire	John Kemp	Administrative BC	520-868-8319		
AMR, EMS	Kevin Rounds	Special Event Supervisor	480-254-4635		
HOSPITALS					
Florence Anthem Hospital	4545 N Hunt Highway	Florence, AZ, 85132	520-868-3333		
Banner Ironwood Hospital	370000 N Ganztel RD	Queen Creek AZ, 85140	480-394-4000		

Chandler Regional Medical Center	1955 W Frye Rd.,	Chandler, AZ 85224	480-728-3000		
Banner Casa Grande	1800 E Florence Blvd,	Casa Grande AZ 85122	520-381-6300		
Valleywise Health Medical Center	2601N Hospital Dr.	Phoenix AZ, 85008	602-344-5011		
Scottsdale Osborne	7400 E Osborne Rd.	Scottsdale AZ 85251	480-882-4000		
Country Thunder Service Providers					
Electrician - Ameritemp	Chuck Wirsz	Ameritemp	847-341-5785	11	
Electrician	Tyler Peterson	Ameritemp	815-354-7094	11	
Equipment	Javier	Sunbelt	702-217-8792	13	
Fencing	Armando	United Sites Services	480-628-2708	11	
Fuel	Mike		480-310-6653		
Garbage	AL Cannon		641-530-7089	13	
Waste-Supplier	Ken Peterson	Republic Services	480-233-1753	13	
Cleaning-Supplier	Alicia Oros	Land Corp	602-390-1147	13	
Ice	CJ		587-436-7285	2	
IT	Bryan Baker	WI-FI Guy	219-689-8174	11	
Artist Merch	Lance		801-814-9720	5	
Festival Merch	Jackie Martin		715-210-1104	6	
Production	Scott Chamryk	VP STAGING - PGP	615-281-7571	7	
Production	Kenny Creswell	Main Stage Manager	404-886-1742	1	
Production	Shawn Lowe	B Stage Manager	815-540-6173	8	
Radios	Jim	USA Radio	602-908-2768		
Septic	Art	United Site Servces	480- 259-7367	13	

Shuttle	Lloyd	Stagecoach Shuttle	602-576-6083		
Taxi	Mathew Sawyer	Catch-A-Ride	920-391-9518	12	
Tents	Tony Wetjan	Pro-Em	480-244-3188	12	
Ticketing	Kevin Muheut	Elevate Ticketing	480-332-6307	15	
Ticketing	Colin	Elevate Ticketing	602-573-6166	15	
Toilet	Art	United Site Servces	480-259-7367	13	
Token Sales	Al Hammond	Manager	306-596-0229	3	
Water	Jesse	Jim's water truck	602-400-3214	13	
Pinal County Agencies, Continued					
Public Health	On-Call	Duty Officer	520-866-6239		
Environmental Health (food, campgrounds, vector control)	Scott Zusy	Enviro. Health Manager	520-866-4443		
Public Health - PHEP/Medical	Kore Redden	PH Deputy Director	520-866-7331		
Public Works - Maintenance	On-Call	Duty Officer	520-866-6380		
	Jim Higginbotham	Branch Chief	520-866-6421		
Public Works - Transportation Traffic Control	Chris Wanamaker	County Engineer	520-866-6010		
	John Kraft	Civil Eng. Section Chief	520-866-6480		
Public Works - Flood Control Dist.	Joshua Plumb	Assistant County Engineer	520-866-6638		
	Deven Price	Permitting	520-866-6344		
Information Technology - Radio	Robert Stanley	Chief Information Officer	520-866-6651		
	Jason Cantrell	Deputy Director	520-866-6686		
	Chris Combs	I.T. Inforstructure Manager	520-866-6650		
	Rodney Banks	Public Safety System Supervisor	520-866-6630		
Clerk of the Board of Supervisors	Natasha Kennedy	Clerk	520-866-6068		

	Incident Command Post		520-705-1841		
	Dispatch	Non-Emergency	520-866-5111		
	Ross Teeple	Incident Commander (Day)	520-858-4720		
	Adrian Leos	Incident Commander (Night)	520-866-8021		
	Matthew Thomas	Chief Deputy	520-866-5159		
Sheriff's Office	Bryan Harrell	Deputy Chief	520-866-5241		
Risk Management	Deb Somdahl	HR Division Manager	520-866-6532		
Pinal County Agencies, continued					
Animal Control	Audra Michael	Director	520-866-7605		
	On-Call	Duty Officer	520-866-6095		
	Courtney Prock	Emergency Coordinator	520-866-6479		
Office of Emergency Management	Kore Redden	Emergency Manager	520-866-7331		
State Agencies					
AZ Liquor Board					
	Douglas Moseke	Assistant Dist. Engineer	520-388-4219		
	Jay Gomes	Regional Traffic Engineer	520-388-4231		
	Michelle Garza	South Central Permit Supervisor	520-388-4232		
Department of Transportation	Angela Fierros	Permit Tech III	520-388-4234		
State Fire Marshal	Ken Diamond	Captain - Rural/Metro	480-869-2340		
Department of Public Safety					
Other					
National Weather Service - Phx			602-618-3115		
BIA - SCIP	Clarence Begay		520-251-3889		
Copper Basin Railway	Rikki Galka		602-448-4652		

Copper Basin Railway	Adam Wade		928-275-0912		
SCIDD	Salley Van Arsdale		520-723-5408 ext 16		

Country Thunder AZ 2024 Festival Schedule

Wednesday, April 11, 2024

CAMPGROUND/Front Gate
 9 AM Gates open to public
 10PM Gates closed
 Concert Bowl
 Closed for Setup

Thursday, April 11, 2024

CAMPGROUND/Front Gate
 9 AM Gates open to public
 10PM Gates closed

MAIN STAGE (BOWL GATES OPEN Noon)

3:30 PM	4:30 PM	Halle Kearns
5:00 PM	6:00 PM	Avery Anna
6:30 PM	7:30 PM	Stephen Wilson JR
8:00 PM	9:30 PM	Flatland Cavalry
10:00 PM	11:30 PM	Lainey Wilson

BSTAGE and Electric THUNDER
TBC

Friday, April 12, 2024

CAMPGROUND/Front Gate
 9 AM Gates open to public
 10PM Gates closed

MAIN STAGE (BOWL GATES OPEN Noon)

2:00 PM	3:00 PM	Alana Springsteen
3:30 PM	4:30 PM	The Bellamy Brothers
5:00 PM	6:00 PM	Randall King
6:30 PM	7:30 PM	Nate Smith
8:00 PM	9:30 PM	Paul Cauthen

10:00 PM	11:30 PM	Eric Church
BSTAGE and Electric THUNDER		
TBC		

Saturday, April 13, 2024

CAMPGROUND/Front Gate 9 AM Gates open to public 10PM Gates closed MAIN STAGE (BOWL GATES OPEN Noon)		
2:00 PM	3:00 PM	TBA
3:30 PM	4:30 PM	Lauren Watkins
5:00 PM	6:00 PM	Dallas Smith
6:30 PM	7:30 PM	Priscilla Block
8:00 PM	9:30 PM	Warren Zeiders
10:00 PM	11:30 PM	Jelly Roll
BSTAGE and Electric THUNDER		
TBC		

Sunday, April 14, 2024

CAMPGROUND/Front Gate 9 AM Gates open to public 10PM Gates closed MAIN STAGE (BOWL GATES OPEN Noon)		
2:30 PM	3:30 PM	Alexandra Kay
4:00 PM	5:00 PM	Jake Worthington
5:30 PM	6:30 PM	TBA
7:00 PM	8:30 PM	Randy Houser
9:00 PM	10:30 PM	Koe Wetzel
BSTAGE and Electric THUNDER		
TBC		

Accountability Procedures (use of a guest register): All patrons scan their ticket barcode to gain access to the event. Upon a successful scan, a patron receives their wristband. This process will notate which participants are attending and the attendance numbers in the ticketing system.

At the discretion of the Fire Marshal's Office, a requirement for designated personnel to direct egress in the event of an emergency may be required. ·

- All operations must stop, and an immediate evacuation must occur if required.
- ICP Team will coordinate and communicate the evacuation requirement via the nearest safe exit and may also determine any sheltering options.
- The safety of staff members, volunteers and guests is first priority.
- As directed by the Security Manager, emergency pre-scripted announcements will be made utilizing available PA systems and megaphones.
- There are many exit routes within the site and the usage of any route will depend upon the location of a possible fire.
- It is always best to take the safest and fastest exit out of the site.
- Frontline Supervisors and staff dealing with events will ensure guests remain clear of the affected site and receive any emergency care or assistance that can be reasonably provided.
- Staff members may be re-assigned to assist evacuated guests or perform other duties.
- Site personnel and operators will be on standby with all available equipment to assist Florence Fire with any requests
- Do not re-enter the site until the fire department has given approval.

Procedure for reporting emergencies to Fire / Rescue and Police Departments:

In the event of a fire or other evacuation emergency, the fire department will assume command of the site and will require the following information from ICP Team members:

- Who is in the building and their approximate location?
- What are the hazards within the facility?
- Location of sprinkler trees, Siamese connections, hydrants etc.
- Gas line shut-off valves and electrical panels.etc. The fire department's protocol is to go directly to the facility's main annunciator panel to acknowledge the alarm and to meet with a Site and Facilities Manager to review the alarm panel, building status, building hazards, site plan, and ground terrain and plan any required response.

Procedure for communicating with committee and personnel:

All fires are immediately reported to Festival Dispatch (Channel 1) who will contact the Fire Department. Festival staff only respond to fires at the incipient stage and will rely on the services of the Florence Fire Department to respond to fires beyond the incipient stage (that can be extinguished with a handheld fire extinguisher). A map of fire extinguisher and fire hydrant locations is posted in Command and site map (See Appendix).

GENERAL INSTRUCTIONS

Do not put your life at risk at any time, and always ensure you have an escape route.

- Call Security Manager at radio channel _ and report the emergency.
- Exit the area and activate the fire alarm using the closest pull station.
- Evacuate co-workers from the area immediately, via the safest route.
- Proceed to the designated muster assembly area and conduct a head count.
- Once the Fire Department arrives on-site, they will assume command of the site
- Do not return to the building or area until Fire Services' personnel advise's it is safe to do so.

FIRE ALARMS

In the event of a fire or other evacuation emergency, the fire department will assume command of the site and will require the following information from ICP Team members:

- Who is in the building and their approximate location?
- What are the hazards within the facility?
- Location of sprinkler trees, Siamese connections, hydrants etc.
- Gas line shut-off valves and electrical panels. etc.

The fire department's protocol is to go directly to the facilities main annunciator panel to acknowledge the alarm and to meet with a Site and Facilities Manager to review alarm panel, building status, building hazards, site plan, ground terrain and plan any required response.

When a fire alarm is activated, keep radio channels clear to allow for effective communications regarding the potential emergency.

First Stage Fire Alarm (Alert Stage)

- Evacuation is not necessary unless fire is obvious.
- During events, all frontline staff are to respond to their assigned positions and prepare to direct and assist guests as outlined by their supervisors.
- All frontline supervisors dealing will ensure all staff, concessions and exhibitors prepare for evacuation, including securing equipment, products and valuables.
- ICP Team will coordinate evacuation procedures should the alarm advance into Stage 2, if applicable
- Managers and Supervisors **MUST** communicate the actions required to their respective areas and then wait for additional directive from ICP Team.
- Site & Facilities and Security will determine the location and investigate the cause of the alarm to determine its validity.

- Security Dispatch will notify Security and Parking Staff to guide fire trucks to the affected facility.
- Office staff and others, who evacuate unnecessarily on a Stage 1 alert only, may disrupt ongoing events and cause unwarranted concern to guests.
- In the case of a confirmed fire, Security Manager and/or Site & Facilities Manager will initiate the second stage evacuation alarm.

Second Stage Fire Alarm (Evacuate)

- All operations must stop and an immediate evacuation must occur.
- ICP Team will coordinate and communicate the evacuation requirement via the nearest safe exit and may also determine any sheltering options.
- The safety of staff members, volunteers and guests is first priority;
- As directed by the Security Manager, emergency pre-scripted announcement will be made utilizing available PA systems and megaphones.
- There are many exit routes within the site and the usage of any route will depend upon the location of a possible fire. It is always best to take the safest and fastest exit out of the park.
- Frontline Supervisors and staff dealing with events will ensure guests remain clear of affected site and receive any emergency care or assistance that can be reasonably provided.
- Staff members may be re-assigned to assist evacuated guests or perform other duties.
- Do not re-enter the site until the fire department has given approval.

GENERAL INFORMATION

Do not allow newly arriving guests or staff to enter the affected area. Once the area in question has been inspected and approved for re-occupancy, the fire department approval will be given for operations to resume.

Applicable Material Safety Data Sheet information: Fuel - Please see attached Diesel - Please see attached.

AMERICAN MEDICAL RESPONSE



MEDICAL STANDBY SERVICES AGREEMENT

THIS AGREEMENT is made between the American Medical Response company (“AMR”) and the customer (the “Customer”) set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule “A”.

WHEREAS, AMR is in the business of providing medical standby and medical transportation services;

WHEREAS, Customer has conducted an analysis of its medical standby and medical transportation needs, and has determined that such needs will be best met through a medical standby agreement with AMR;

NOW, THEREFORE, AMR and Customer do hereby agree as follows:

1. **Provision of Services.** AMR will provide the ambulance medical standby services described in Schedule “A” hereto (the “Services”) to Customer on the terms and conditions specified herein for the venues or events described in Schedule “A” (the “Venues”). AMR agrees to supply the ambulance(s), personnel described on Schedule “A” and radios to communicate with the applicable emergency medical services agencies and communication centers. Customer agrees to supply radios for internal communications between AMR personnel and Customer personnel if desired by Customer.
2. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR’s ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel providing Services will be licensed or certified at the level specified on Schedule “A”, as required by applicable law.
3. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry.
4. **Scheduling of Services and Responsibilities of Customer.** During the term of this Agreement, and all extensions thereto, Customer agrees to:
 - a. Provide a written schedule of events at least three (3) days in advance of any event at which Services are required, and to notify AMR in writing of any changes thereto in a timely manner. Any cancellations made by Customer, less than twenty four (24) hours in advance will result in a four (4) hour minimum charge at the rates set forth in Schedule “A”.
 - b. Provide a secure area, to be agreed upon by AMR, for parking AMR’s vehicles during each event. The parking area must provide for reasonable access in order to facilitate the timely transportation of any patients who require medical transportation.
5. **Compensation and Billing.** The Customer will pay AMR the amounts set out in Schedule “A” for Services set forth therein. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. In addition, AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients (collectively, “Patients”) requiring medical transportation, and any responsible third party payor, including workers’ compensation carriers, for medical transport that may result from the Services. AMR agrees that the rates to be billed to Patients or third party payors shall comply with applicable laws. AMR shall be solely entitled to all collections resulting from such billing.
6. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
7. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers’ compensation insurance in the statutory required amounts.
8. **Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services (“HHS”)) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
9. **Term.** The initial term of this Agreement shall commence on the Commencement Date set out in Schedule “A” hereof and end on the Expiration Date. The initial term and all renewal periods that the parties may agree to shall be cumulatively referred to as the “Term”.
10. **Termination.** Each party may terminate this Agreement at any time, without cause and at its sole discretion, upon thirty (30) days written notice to the other party. In addition to the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to confirm

that it will provide Services in response to a timely request made pursuant to Section 4.a, if such failure is not cured within five (5) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR's loss or suspension of licensure necessary for the provision of the Services.

- 11. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Customer:

**ATTN: General Manager
Country Thunder West, LLC.
730 Gallatin Park North
Madison, TN. 37115**

If to AMR:

**General Manager
American Medical Response
617 W Main St
Mesa, AZ 85201**

American Medical Response

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, Colorado 80111

- 12. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
- 13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

- 14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

- 15. **Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

- 16. **Compliance Program and Code of Conduct.** AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

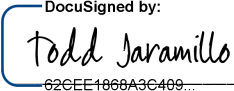
- 17. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

- 18. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a


conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response

By: 
 Todd Jaramillo MHA, Regional Director

Country Thunder West, LLC.

By: 

Print Contact Name: Kim Blevins

Print Contact Title: General Manager

Print Contact Phone #: 615-970-0980

Print Contact E-mail: kim@countrythunder.com

Customer Invoices Sent To:

ATTN: General Manager
730 Gallatin Park North
Madison, TN 37115
Scott@countrythunder.com
520-840-0949



MEDICAL STANDBY SERVICES AGREEMENT

SCHEDULE "A"

PROVISION OF SERVICES

I. Medical Standby Services

If checked, AMR shall provide the following medical standby services (the "Services") at the following rates:

- "Advanced Life Support" or "ALS" ambulance and crew at the rate of **See below**;
- "Basic Life Support Service" or "BLS" ambulance and crew at the rate of **See below**;
- "Advanced Life Support" or "ALS" level employee at the rate of **See below**;
- "Basic Life Support Service" or "BLS" level employee at the rate of **See below**;

The personnel staffing the ambulance(s) shall provide first aid, emergency care and, when necessary, medical transportation, within the scope of their licensure. AMR shall have no obligation to provide or arrange for the delivery of medical care at the Venue in excess of such scope of practice.

Description of Services includes but is not limited to:

American Medical Response shall provide emergency and non-emergency medical treatment and/or transportation services to all individuals that might need medical care during the 2022-2024 Country Thunder West event.

1. American Medical Response will provide ALS equipment, and beds to staff the Medical Tent for the medical evaluation, care, and treatment for the medical need of patients.
2. American Medical Response shall transport all patients received from the country Thunder event expeditiously to the closest available medical facility, if transport is needed.
3. American Medical Response will provide adequate numbers of radios for communication with the necessary departments and individuals of Country Thunder and/or American Medical Response for emergency response.
4. ALS Ambulance shall be defined as a minimum of one (1) EMT-Basic and one (1) Paramedic that is transport capable according to rules defined by Arizona Department of Health Services (ADHS).
5. Medical Tent shall be staffed by a minimum of one (1) EMT-Basic and (1) Paramedic.
6. Medical Cart shall be staffed by a minimum of one (1) EMT-Basic and one (1) Paramedic.
7. Concert bowl shall be staffed by a minimum of (2) EMT- Basic providers, Friday, Saturday, and Sunday of the event with wheelchairs provided by American Medical Response.

Country Thunder West will provide American Medical Response the following, but is not limited to:

1. Provide a Medical Tent that is 40' by 40' on concrete pad that is enclosed and covered with a large evaporative cooler for cooling and a heat source for heating to serve as Medical Tent Main.
2. Provide appropriate lighting for the Medical Tents.
3. Provide four six (6) foot tables, and fourteen (14) chairs in the Medical Tent.
4. Provide space next to the Medical Tent to place two (2) RV's and large trailer for use as a command post.
5. Provide electrical service to the RV's as well as sewage pumping service throughout the event. Sewage pumping is to be done on a daily basis or as needed/requested by American Medical Response.
6. Provide a generator that shall only be used for the Medical Tent and the command post/RV.

Other Definitions:

1. "American Medical Response" shall include its employees, officers, directors, principals, agents, representatives, subsidiaries and subcontractors.
2. "Services" means the Description of Services set forth above which shall be covered for payment by Customer and subject to this Agreement.
3. "Customer" shall mean Country Thunder West LLC, contracting with American Medical Response for emergency and nonemergency transportation services on behalf of its employees, invitees, customers or other party. The meaning of Customer shall include its employees, officers, directors, principals, agents, representatives, and subcontractor.

Rate Schedule for Standby Services

Unit ID	2022	2023	2024
Supervisor	\$56.10	\$57.22	\$58.37
Dispatcher	\$55.00	\$55.00	\$55.00
Cart Team	\$81.60	\$83.23	\$84.90
ALS Med Tent Team	\$81.60	\$83.23	\$84.90
ALS Ambulance	\$132.65	\$135.30	\$138.01

Standby Fees: Ticket packages with a face value of the ticket package including parking (\$1,250) will be deducted from the total amount billed; the remaining balance will be invoiced to the customer in the event Customer requests an increase in services, subject to availability of resources and materials as determined by American Medical Response in its sole discretion, American Medical Response may provide such additional services and charge for such at its customary time and material rates, unless the parties previously agree in writing to a mutually acceptable rate adjustment for the proposed additional services.

II. Service Area:

Services shall be provided in and around Country Thunder Florence, Arizona and in other locations as may be agreed upon by the parties.

III. Commencement Date

The Commencement Date referred to in Section 9 of this Agreement shall be: 4.1.2022 and the 5.1.2024 ("Expiration Date")

**ARIZONA DEPARTMENT
OF TRANSPORTATION**

INSERT DOCUMENTS