

AGREEMENT NUMBER

19-120

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

21st District Agricultural Association, Big Fresno Fair

CONTRACTOR'S NAME

City of Fresno

2. The term of this Agreement is: October 2, 2019 through October 18, 2020

3. The maximum amount of this Agreement is: \$ Not to exceed \$362,437.52 w/ contingency budget of \$5,852.00/2019; \$334,324.58 w/contingency \$5,852.00/2020. For 2 yrs. with contingency budget included \$708,466.10.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 of 1 page(s)

Exhibit C* – General Terms and Conditions 4 pages

Check mark one item below as Exhibit D:



Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 2 pages page(s)



Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

Exhibit F Indemnification Language 1 page

Exhibit G Fairgrounds Map 1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Fresno

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Wilma Quan, City Manager

ADDRESS

2600 Fresno Street
Fresno, CA 93721

STATE OF CALIFORNIA

AGENCY NAME

21st District Agricultural Association, Big Fresno Fair

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Lauri King, Deputy Manager II

ADDRESS

1121 South Chance Avenue, Fresno, CA 93702

**California Department of General
Services Use Only**

☐ Exempt per:

~~The State shall defend, indemnify and save harmless the Contractor, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability arising out of this agreement or occasioned by the performance or attempted performance of the provisions hereof except those arising from the negligence or willful misconduct of the Contractor.~~

Refer to 'Exhibit' F

Lauri King, Deputy Manager II

City of Fresno

(Please Initial)

The State may terminate this contract for cause by giving the Contractor written notice thereof. In the event the services of Contractor are terminated, payment shall be made on an hourly/daily rate for the portion actually worked up to the date and time of termination which shall be prorated on the number of hours/days of service performed by the Contractor in relation to the total amount of the financial consideration stated in the contract.

The State shall reimburse the Contractor for all hours above the stipulated amount should such hours be necessary to maintain the public safety during usual or emergency periods not previously included as part of this agreement. Furnishing of such extra hours shall be by the request/notification of either party and by the written concurrence of both parties. A daily tabulation of all hours shall be made based on actual costs of providing the services according to Exhibit "D" of this contract. Any increase in payment would be amended by the contract.

An outline of areas to be manned by Fresno City Police is included in Exhibit "G", which is attached and made a part of this agreement.

For the services provided as stipulated herein, payment will be made by the State to the Contractor upon the Contractor providing a list of each person on Fair duty with rank, grade, or job title, with their hours worked included. Contractor agrees to pay all police personnel who are assigned to the performance of this agreement in accordance with the Contractor=s current salary levels and to save the State free and harmless from any claim on account hereof.

21st District Agricultural Association

City of Fresno

Lauri King, Deputy Manager II

Chief of Police

City Manager

Scope of Work

Contractor agrees that in addition to basic law enforcement services provided without charge by the City of Fresno, contractor will furnish police protection and law enforcement services to the 21st District Agricultural Association for a (2) two year period 2019 and 2020. The Big Fresno Fair dates are October 2-14, 2019; October 7-18, 2020. Services will be furnished by Fresno City Police Department commencing the first day of the Fair and continue through the final day of the Fair each year listed in areas mutually agreed upon by Fair Management and Police Department staff.

Budget Detail and Payment Provisions

The State agrees to pay the contractor Three hundred sixty two thousand four hundred thirty seven dollars and fifty two cents (\$362,437.52) plus contingency budget of Five thousand eight hundred fifty two dollars (\$5,852.00) for 2019; Three hundred thirty four thousand three hundred twenty four dollars and fifty eight cents (\$334,324.58) for 2020, plus contingency budget of Five thousand eight hundred fifty two dollars (\$5,852.00). The total sum for two years with contingency budget included not to exceed Seven hundred eight thousand four hundred sixty six dollars and ten cents (\$708,466.10) based upon Exhibit "D" including booking fees and upon satisfactory completion of the terms of this agreement.

GTC 04/2017

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

~~5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

~~7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.~~

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: ~~The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).~~

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

2019 - 13 DAY EVENT PROPOSED BUDGET

Police Lieutenant	60 hours @ \$ 64.60 per hour	\$3,876.00
Contract Officers	5,012 hours @ \$58.52 per hour	\$ 293,302.24
Contract Sergeants	242 hours@ \$67.01 per hour	\$16,216.42
Event Sergeant	238 hours@ \$67.01 per hour	\$15,948.38
Event Officer	346 hours @ \$58.52 per hour	\$20,247.92
Community Services Officers	212 hours@ \$37.82 per hour	\$8,017.84
Dispatchers	104 hours@ \$46.43 per hour	\$4,828.72
<u>TOTAL:</u>		\$362,437.52
2019 Proposed Policing Cost		\$362,437.52
**Contingency Budget	(100 hours@ \$58.52 per hour)	\$ 5,852.00
2019 Proposed Cost with Contingency		\$ 368,289.52

2020 ANTICIPATED RATES OF COMPENSATION (PER HOUR):

• Lieutenant	\$66.50
• Contract Officer	\$58.52
• Contract Sergeant	\$67.01
• Event Sergeant	\$67.01
• Event Officer	\$58.52
• Community Services Officer	\$37.82
• Dispatcher (III)	\$47.56

2020 - 12 DAY EVENT PROPOSED BUDGET

Police Lieutenant	60 hours @ \$ 66.50 per hour	\$ 3,990.00
Contract Officers	4614 hours@\$ 58.52 per hour	\$270,011.28
Contract Sergeants	222 hours@\$ 67.01 per hour	\$ 14,876.22
Event Sergeant	220 hours@\$ 67.01 per hour	\$ 14,742.20
Event Officer	320 hours@\$ 58.52 per hour	\$ 18,726.40
Community Services Officers	196 hours@\$ 37.82 per hour	= \$ 7,412.72
Dispatchers	96 hours@\$ 47.56 per hour	\$ 4,565.76
<u>TOTAL:</u>		\$ 334,324.58

2020 Proposed Policing Cost	\$ 334,324.58
**Contingency Budget (100 hours@ \$58.52 per hour)	<u>\$ 5,852.00</u>
2020 Proposed Cost with Contingency	\$ 340,176.58

TWO YEAR BUDGET TOTAL

2019 Proposed Policing Cost (13 Day)	\$362,437.52
2020 Proposed Policing Cost (12 Day)	<u>\$ 334,324.58</u>
TOTAL	\$696,762.10

With two year contingency monies included: \$ 708,466.10

Staffing Responsibilities:

The **lieutenant (1)** has oversight and direct control of all supervisors and officers assigned to the Fair. The lieutenant will work directly with the event sergeant in order to properly manage the policing of the Fair.

The **event sergeant (1)** has the responsibility of directing all officers, supervisors and units assigned to the fair. This responsibility includes acting as a liaison with other law enforcement agencies assisting the Fresno Police Department in our efforts.

The **event officers (3)** work hand in hand with the event sergeant to ensure the smooth and seamless operation of all personnel involved in policing the fair. Both the event sergeant and event officers will be present during operating hours of the Fair.

The **community services officer/administrative assistant** position acts as an office assistant. This civilian position in the police department has been severely reduced due to budget cuts, and may not be included in the operation over the two year contract. Other arrangements will be made should changes in the positions status affect our staffing.

The **dispatcher** controls and directs radio traffic for all units involved and is the link to Fresno PD units working in the city. They work off site from the Fresno Police Departments Communication Center.

The **contract sergeant and officers** are directly involved in the policing of the Big Fresno Fair. They are the men and women that will be in direct contact with the patrons of the Big Fresno Fair on a daily basis.

The contingency budget is intended to be a cushion to protect the Big Fresno Fair and the Police Department in the event additional policing costs may occur. An example of the use of contingency funds would be additional officers having to be called in for extremely large or unruly crowds, major investigations outside the normal scope of the fair, or additional policing needed for last minute changes in entertainment. The use of any contingency funds will be determined by the Fair Commander and this will be reported to the BFF CEO. The contingency should be applied to each of the two years of the contract individually.

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. **Insurance Certificate** - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. **List as the Additional Insured:** "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. **Dates:** The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. **Coverages:**
 - a. **General Liability** - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
 - b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. **Workers' Compensation** - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. **Liquor Liability** - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. **Cancellation Notice:** Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. **Certificate Holder:**
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

**Agree #19-120
City of Fresno
Exhibit "F"**

The State shall defend, indemnify and save harmless the Contractor, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability arising out of this agreement or occasioned by the performance or attempted performance of the provisions hereof except those arising from the negligence or willful misconduct of the Contractor, provided nothing herein shall constitute a waiver by the State of governmental immunities including California Government Code Section 810 et seq.

The Contractor shall defend, indemnify and save harmless the State, its officers, agents and employees from any and all claims, demands, damages, costs, expenses or liability arising out of this agreement or occasioned by the performance or attempted performance of the provisions hereof except those arising from the negligence or willful misconduct of the State, provided nothing herein shall constitute a waiver by the State of governmental immunities including California Government Code Section 810 et seq.

EXHIBIT G

