

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated September 23, 2025, and is between Strong Positive Influences Reflect Independent Thinking (S.P.I.R.I.T.), a 501(c)(3) non-profit California Corporation whose address is 2171 S. Bardell Ave, Fresno, CA 93706 ("Contractor"), and the County of Fresno ("County"), a political subdivision of the State of California.

### Recitals

A. Contractor desires to conduct a Soul & Gospel in the Park Event (the "Event") at Kearney Park on October 18, 2025; and

B. County desires to make Kearney Park available to the Contractor for said Event under the terms and conditions of this Agreement.

C. In consideration of the mutual promises and covenants contained in this Agreement for other valuable consideration, the receipt and adequacy of which are acknowledged.

The parties therefore agree as follows:

## Article 1

### Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable Federal, State, and Local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

## Article 2

### County's Responsibilities

2.1 The County shall prepare Kearney Park grounds and facilities for Contractor prior to exclusive use event and grant appropriate access to park facilities for Event operations.

2.2 The County shall make staff available to assist with facility issues and practical requisitions during normal staff work hours (6:00 am – 2:30 pm).

2.3 The County shall provide parking attendant(s) at the expense of the Contractor upon request from the Contractor.

### **Article 3**

#### **Compensation, Invoices, and Payments**

3.1 The Contractor agrees to pay, and the County agrees to receive, compensation for the exclusive use of Kearney Park under this Agreement as described in Exhibit B to this Agreement, titled "Compensation."

3.2 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

### **Article 4**

#### **Term of Agreement**

4.1 **Term.** This Agreement is effective on September 23, 2025, and terminates on October 19, 2025, except as provided in Article 6, "Termination and Suspension," below.

### **Article 5**

#### **Notices**

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

**For the County:**

Steven E. White, Director of Public Works and Planning  
County of Fresno  
2220 Tulare St, 6<sup>th</sup> Floor  
Fresno, CA 93721  
parks@fresnocountyca.gov

**For the Contractor:**

Stephanie Mitchell, CEO  
Strong Positive Influences Reflect Independent Thinking (S.P.I.R.I.T.)  
2171 S. Bardell Ave  
Fresno, CA 93706

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three (3) County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

## Article 6

## Termination and Suspension

### 6.1 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may

1 suspend performance under this Agreement, and must provide at least thirty (30) days for  
2 the Contractor to cure the breach.

3 (B) If the Contractor fails to cure the breach to the County's satisfaction within the time  
4 stated in the written notice, the County may terminate this Agreement immediately.

5 (C) For purposes of this section, a breach occurs when, in the determination of the  
6 County, the Contractor has:

7 (1) Obtained or used funds illegally or improperly;

8 (2) Failed to comply with any part of this Agreement; or

9 (3) Improperly performed any of its obligations under this Agreement.

10 6.2 **Termination without Cause.** In circumstances other than those set forth above, the  
11 County may terminate this Agreement by giving at least five (5) days advance written notice to  
12 the Contractor.

13 6.3 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
14 under this Article 6 is without penalty to or further obligation of the County.

## 15 **Article 7**

### 16 **Independent Contractor**

17 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
18 agents, employees, and volunteers, is at all times acting and performing as an independent  
19 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
20 venturer, partner, or associate of the County.

21 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
22 manner or method of the Contractor's performance under this Agreement, but the County may  
23 verify that the Contractor is performing according to the terms of this Agreement.

24 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
25 right to employment rights or benefits available to County employees. The Contractor is solely  
26 responsible for providing to its own employees all employee benefits required by law. The  
27 Contractor shall save the County harmless from all matters relating to the payment of Contractor's  
28 employees, including compliance with Social Security withholding and all related regulations.

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County  
4 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,  
5 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of  
6 any kind to the County, the Contractor, or any third party that arise from or relate to the  
7 performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors,  
8 or employees) under this Agreement. The County may conduct or participate in its own defense  
9 without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

10 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

11 **Article 9**

12 **Insurance**

13 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
14 Agreement.

15 **Article 10**

16 **Inspections, Audits, and Public Records**

17 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
18 the County may examine at any time during business hours and as often as the County deems  
19 necessary, all of the Contractor's records and data with respect to the matters covered by this  
20 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
21 request by the County, permit the County to audit and inspect all of such records and data to  
22 ensure the Contractor's compliance with the terms of this Agreement.

23 10.2 **Public Records.** The County is not limited in any manner with respect to its public  
24 disclosure of this Agreement or any record or data that the Contractor may provide to the County.  
25 The County's public disclosure of this Agreement or any record or data that the Contractor may  
26 provide to the County may include but is not limited to the following:

27 (A) The County may voluntarily, or upon request by any member of the public or  
28 governmental agency, disclose this Agreement to the public or such governmental agency.

1 (B) The County may voluntarily, or upon request by any member of the public or  
2 governmental agency, disclose to the public or such governmental agency any record or  
3 data that the Contractor may provide to the County, unless such disclosure is prohibited  
4 by court order.

5 (C) This Agreement, and any record or data that the Contractor may provide to the  
6 County, is subject to public disclosure under the Ralph M. Brown Act (California  
7 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

8 (D) This Agreement, and any record or data that the Contractor may provide to the  
9 County, is subject to public disclosure as a public record under the California Public  
10 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with  
11 section 7922.000) ("CPRA").

12 (E) This Agreement, and any record or data that the Contractor may provide to the  
13 County, is subject to public disclosure as information concerning the conduct of the  
14 people's business of the State of California under California Constitution, Article 1, section  
15 3, subdivision (b).

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
17 respect to any record or data that the Contractor may provide to the County shall be  
18 disregarded and have no effect on the County's right or duty to disclose to the public or  
19 governmental agency any such record or data.

20 **10.3 Public Records Act Requests.** If the County receives a written or oral request under  
21 the CPRA to publicly disclose any record that is in the Contractor's possession or control, and  
22 which the County has a right, under any provision of this Agreement or applicable law, to possess  
23 or control, then the County may demand, in writing, that the Contractor deliver to the County, for  
24 purposes of public disclosure, the requested records that may be in the possession or control of  
25 the Contractor. Within five (5) business days after the County's demand, the Contractor shall (a)  
26 deliver to the County all of the requested records that are in the Contractor's possession or control,  
27 together with a written statement that the Contractor, after conducting a diligent search, has  
28 produced all requested records that are in the Contractor's possession or control, or (b) provide

1 to the County a written statement that the Contractor, after conducting a diligent search, does not  
2 possess or control any of the requested records. The Contractor shall cooperate with the County  
3 with respect to any County demand for such records. If the Contractor wishes to assert that any  
4 specific record or data is exempt from disclosure under the CPRA or other applicable law, it must  
5 deliver the record or data to the County and assert the exemption by citation to specific legal  
6 authority within the written statement that it provides to the County under this section. The  
7 Contractor's assertion of any exemption from disclosure is not binding on the County, but the  
8 County will give at least ten (10) days' advance written notice to the Contractor before disclosing  
9 any record subject to the Contractor's assertion of exemption from disclosure. The Contractor  
10 shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA  
11 that results from the Contractor's delay, claim of exemption, failure to produce any such records,  
12 or failure to cooperate with the County with respect to any County demand for any such records.

## 13 **Article 11**

### 14 **Disclosure of Self-Dealing Transactions**

15 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or  
16 changes its status to operate as a corporation.

17 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
18 self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-  
19 Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the  
20 County before commencing the transaction or immediately after.

21 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
22 a party and in which one or more of its directors, as an individual, has a material financial interest.

## 23 **Article 12**

### 24 **General Terms**

25 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
26 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
27 by both parties. The Contractor acknowledges that County employees have no authority to modify  
28 this Agreement except as expressly provided in this Agreement.

1       12.2   **Non-Assignment.** Neither party may assign its rights or delegate its obligations under  
2 this Agreement without the prior written consent of the other party.

3       12.3   **Governing Law.** The laws of the State of California govern all matters arising from or  
4 related to this Agreement.

5       12.4   **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,  
6 California. Contractor consents to California jurisdiction for actions arising from or related to this  
7 Agreement, and, subject to the Government Claims Act, all such actions must be brought and  
8 maintained in Fresno County.

9       12.5   **Construction.** The final form of this Agreement is the result of the parties' combined  
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous,  
11 that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12       12.6   **Days.** Unless otherwise specified, "days" means calendar days.

13       12.7   **Headings.** The headings and section titles in this Agreement are for convenience only  
14 and are not part of this Agreement.

15       12.8   **Severability.** If anything in this Agreement is found by a court of competent jurisdiction  
16 to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and  
17 the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement  
18 with lawful and enforceable terms intended to accomplish the parties' original intent.

19       12.9   **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
24 all applicable State of California and federal statutes and regulation.

25       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
27 performance of any continuing or other obligation of the Contractor and does not prohibit  
28 enforcement by the County of any obligation on any other occasion.



1       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
2 between the Contractor and the County with respect to the subject matter of this Agreement, and  
3 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
4 publications, and understandings of any nature unless those things are expressly included in this  
5 Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits  
6 and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to  
7 the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

8       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create  
9 any rights or obligations for any person or entity except for the parties.

10       12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

11           (A) The Contractor is duly authorized and empowered to sign and perform its  
12 obligations under this Agreement.

13           (B) The individual signing this Agreement on behalf of the Contractor is duly authorized  
14 to do so and his or her signature on this Agreement legally binds the Contractor to the  
15 terms of this Agreement.

16       12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
17 electronic signature as provided in this section.

18           (A) An "electronic signature" means any symbol or process intended by an individual  
19 signing this Agreement to represent their signature, including but not limited to (1) a digital  
20 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically  
21 scanned and transmitted (for example by PDF document) version of an original  
22 handwritten signature.

23           (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
24 equivalent to a valid original handwritten signature of the person signing this Agreement  
25 for all purposes, including but not limited to evidentiary proof in any administrative or  
26 judicial proceeding, and (2) has the same force and effect as the valid original handwritten  
27 signature of that person.  
28

1 (C) The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,  
3 Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and satisfied  
5 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
6 through (5), and agrees that each other party may rely upon that representation.

7 (E) This Agreement is not conditioned upon the parties conducting the transactions  
8 under it by electronic means and either party may sign this Agreement with an original  
9 handwritten signature.

10 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
11 original, and all of which together constitute this Agreement.

12 [SIGNATURE PAGE FOLLOWS]  
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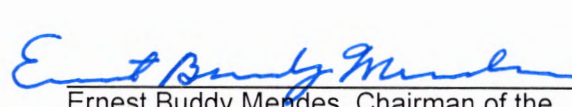
The parties are signing this Agreement on the date stated in the introductory clause.

S.P.I.R.I.T.

COUNTY OF FRESNO

  
Stephanie Mitchell, CEO

2171 S. Bardell Avenue  
Fresno, CA 93706

  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

For accounting use only:

Org No.: 7910  
Account No.: 5055  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

### Scope of Services

#### 1. Permission to Use:

Subject to the terms and conditions of this Agreement, the Contractor shall be entitled to exclusive use of Kearney Park ("Property") to conduct a one-day Event, provided the Property, at all times during the Event, shall be open to all members of the public under the same terms and conditions of persons who are invited by, or otherwise allowed by Contractor to attend or participate in the Event. In conjunction with this Event, Contractor shall be solely responsible for providing all adequate and appropriate staffing, equipment, and supplies to set-up, operate, breakdown, clean up (both during the Event and upon its conclusion), and administratively coordinate the Event. Contractor shall be the responsible sponsor of the Event but may enlist the assistance of or contract with other sponsors for the Event provided the Contractor shall always be responsible for all of its obligations under this Agreement.

The Event shall occur on October 18, 2025. County is not responsible if inclement weather affects or otherwise prevents Contractor from holding the Event on the mutually agreed to date.

Contractor represents that it anticipates an attendance of approximately 1,500 persons at the Event.

#### 2. Security, Traffic Control, Parking, Rubbish and Sanitary Facilities:

A. Contractor shall be solely responsible for providing crowd control by making adequate and appropriate arrangements for security to ensure the safety of all persons in and around the Property during the day of the Event. In this regard, Contractor shall, without any cost or expense to County, provide all necessary security and traffic control on the day of the Event, sufficient, as determined by the Fresno County Sheriff's Office and the California Highway Patrol, to ensure the safety of all patrons, Event participants, invitees and members of the public who come onto the Property, and County staff. The Contractor also shall be responsible for providing adequate and appropriate traffic and parking control.

B. The Contractor shall provide an adequate number of clean, portable toilets (stocked with appropriate paper supplies) and hand washing stations (stocked with appropriate

## Exhibit A

paper supplies and soap) in the Event area, as determined by the County's Resources Manager.

C. The Contractor shall be responsible for providing, at its sole expense, adequate dumpsters for disposal of all refuse generated by the Event, and litter and debris control. Contractor shall also provide, at its own expense, any additional personnel, trash cans, equipment and supplies needed, over and above the County's normal and customary operation for making the Property available to Contractor in the paragraph immediately above, in order to maintain the Property in a safe, clean, attractive, and orderly condition during the Event. Contractor shall provide, at its sole expense, containers for recycling. Contractor shall dispose of recycled material at an approved recycling facility.

### 3. Construction of Facilities, Structures, Tents and Stands:

A. The Contractor shall, upon the pre-approval from County and at the Contractor's sole expense, be allowed to construct and maintain on the Property, during the Event, such temporary facilities and structures as are necessary for conducting the Event, including, but not limited to, fences, barriers, grandstands and signs, provided however, such temporary facilities and structures shall not cause any damage to the Property.

B. The Contractor shall also be and is hereby granted permission to erect tents, concession stands, or both, during the Event provided however, such temporary facilities and structures shall not cause any damage to the Property.

C. All construction and installation, including electrical hook-ups, shall be made by Contractor and at Contractor's sole expense, and shall always be done in a good workmanlike manner, with appropriate equipment, supplies and materials, by properly skilled personnel, who shall have contractor's licenses for performing any of such work where contractor's licenses would be required by building and construction codes and laws. Contractor shall obtain all necessary building permits.

D. All structures, facilities, concession stands, tents and items provided by Contractor shall be removed by Contractor at Contractor's sole expense no later than twenty-

## Exhibit A

four (24) hours following the conclusion of the Event, and Contractor shall fully restore the Property to its original condition as it existed prior to the Event.

### 4. Maintenance of, and Payment for Damage to Property:

County shall be responsible for making the Property available to Contractor immediately prior to Contractor's Event in as clean, attractive and orderly a condition as would be normal for County's parks and recreation facilities that are of a similar type to the Property, provided, however, County shall not have any obligation to continue to maintain or clean up the Property during the Event, or provide any other services during the event.

Contractor shall be liable for any and all theft of, and damage and destruction to any and all plants, shrubs, trees, turf, paved surfaces, irrigation systems, equipment and structures and improvements located upon the Property, and improvements located beneath the Property, excluding reasonable wear and tear, and for all cleanup of all litter and debris caused by Contractor or its officers, employees, agents, sponsors, patrons, Event participants, invitees and members of the public who come onto the Property. County shall inspect the Property for cleanup purposes no later than twenty-four (24) hours after the conclusion of Event. County shall inspect the Property for theft, damage and destruction no later than seventy-two (72) hours after Contractor has removed all temporary structures, facilities, concession stands and tents referred to in section 3 above. If, as a result of said inspections by County, any theft, damage or destruction, or litter or debris is found to exist, County shall remove any litter and debris and repair or replace any loss, damage or destruction, and the costs and expenses for repairs or replacement, or cleanup first shall be deducted from the cleaning/damage deposit until exhausted, and thereafter, shall be billed to Contractor, who shall be fully responsible for paying all such amounts due. County shall determine its costs and expenses chargeable to Contractor by using County's actual cost and expenses of materials, supplies, goods, and labor, including County overhead, as applicable.

### 5. Sales:

## Exhibit A

1           A. Souvenirs and Apparel: The Contractor shall have the right to sell official  
2 Event souvenirs and apparel onsite of the Property and to retain one hundred percent (100%) of  
3 such revenue.

4           B. Food, Drinks and Merchandise: The Contractor or its Concessionaire(s) may  
5 sell food, drinks and merchandise onsite of the Property and shall retain one hundred percent  
6 (100%) of such revenue. Alcohol sales shall be permitted at the Event, conditioned on  
7 compliance with all applicable laws and regulations, specifically including the responsibility of  
8 Contractor or its concessionaire(s) to obtain all necessary licenses for such sales as required by  
9 the Alcoholic Beverage Control Board.

10           C. Sales and Use Taxes, and Other Taxes: Contractor shall be solely responsible  
11 for complying with any and all laws concerning the charging of, collecting, and paying to the  
12 appropriate governmental authorities, all sales and use taxes, and any other taxes and charges,  
13 in connection with the sales of any food, drinks (including, but not limited to, alcoholic  
14 beverages), merchandise, and other goods in connection with the Event, and the County shall  
15 not have any obligation in connection therewith.

## Exhibit B

### Compensation

The County will be compensated for fees associated with exclusive use of Kearney Park under this Agreement as provided in this Exhibit B.

#### 1. Compensation:

A. Contractor shall make the following payments, in full, to the County within ten (10) days prior to the Event.

- (i) Three Thousand Two Hundred Seventy Dollars (\$3,270.00) per day for use of Property for the Event, which is not refundable in any event; and
- (ii) One Thousand Dollars (\$1,000.00) per day for a cleanup/ damage deposit which is refundable, provided however, such deposit shall not be refunded to the extent that the County incurs costs or expenses to clean up the Property, or otherwise repair any damage to the Property, in connection with the Event. The posting of such deposit shall neither substitute nor serve as any sort of limitation on Contractor's obligations hereunder to clean up, repair, or otherwise replace any damage to the Property caused in connection with the Event.

B. Contractor shall make the following payments, in full, to the County no later than thirty (30) days after the date of the invoice from the County.

- (i) The Contractor agrees to pay the County the standard vehicle entrance fee ("VEF") of Five Dollars (\$5.00) per vehicle entering the Property on the day of the Event, and Contractor shall use sequentially numbered tickets to serve as the vehicle entry passes for the Event. County shall have the right to verify the vehicle count during the Event, either by mechanical means or by physical count, and it is hereby agreed that the accuracy of County's count shall not be disputed and shall be accepted as the final and official count for the purpose of calculating the Contractor's total VEF payment component pursuant to this Paragraph 1(B)(i) (based on the number of vehicles entering the Property during the



## Exhibit B

Event, multiplied by the standard VEF charge of Five Dollars (\$5.00) per vehicle).

(ii) Contractor will be allowed to create up to twenty-five (25), County approved, proprietary Event staff vehicle identification markers that must be placed on the Event staff vehicle front windshield, in the upper right hand corner, to identify Event staff vehicles which will neither be charged the standard VEF nor counted in calculating the Contractor's total VEF payment component pursuant to this Paragraph 1(B)(i); provided that such Event staff vehicles shall be required to use the appropriate vehicle entrance gate which will be specified in advance of the Event date by the County. Contractor shall make such payment to the County within thirty (30) days of the date of the invoice from the County, and it is expressly acknowledged that such obligation on the part of the Contractor shall survive the expiration of the term of this Agreement.

C. If Contractor fails to pay fully any of the foregoing amounts to County within the time specified above, then:

(i) County shall have the sole right to immediately terminate this Agreement, upon written notice thereof given by County's Director of the Department of Public Works and Planning or his or her designee, to Contractor; and County shall be entitled to retain all of such funds (if any) having theretofore been paid by Contractor, and Contractor shall remain liable to County for full payment of all of such amounts, and for any other damages caused to County.

D. All payments by Contractor to County shall be made and delivered to: Fresno County Parks, 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, CA 93721.

### 2. Event Entrance Fee Authorization:

The Contractor shall not be prohibited from collecting an additional fee for entry (i.e. in addition to the standard VEF payable to the County under Paragraph 1(B)(i)), for entry

## Exhibit B

1 onto the Property during the dates of the Event, and the amount of such additional fee is neither  
2 approved nor disapproved of by County.

## **Exhibit C**

### **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### **Instructions**

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

|  |  |              |  |
|--|--|--------------|--|
| <b>(1) Company Board Member Information:</b>   |  |              |  |
| <b>Name:</b>   |  | <b>Date:</b> |  |
| <b>Job Title:</b>  |  |              |  |
| <b>(2) Company/Agency Name and Address:</b>  |  |              |  |
|  |  |              |  |
| <b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>                    |  |              |  |
|  |  |              |  |
| <b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b> |  |              |  |
|  |  |              |  |
| <b>(5) Authorized Signature</b>  |  |              |  |
| <b>Signature:</b>  |  | <b>Date:</b> |  |

# Exhibit D

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, liquor liability, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within thirty (30) days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

## Exhibit D

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than ten (10) days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than thirty (30) days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.