

**LICENSE AGREEMENT SPECIAL
EVENT-WOODWARD PARK
(CITY OF FRESNO - CALIFORNIA INTERSCHOLASTIC FEDERATION)**

THIS LICENSE AGREEMENT (Agreement) is dated this 15th of June, 2023 and is entered into by and between the CITY OF FRESNO, a municipal corporation organized and existing under the laws of the State of California (City), and CALIFORNIA INTERSCHOLASTIC FEDERATION (CIF), a California corporation.

AGREEMENT

In consideration of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. CIF, as an independent contractor, shall manage and operate Woodward Park located at 7775 N. Friant Road, Fresno CA (Park) during the Event. In such capacity, CIF will have authority over matters regarding the event and attendees within the park who are attending the event. CIF shall provide such services consistent with the standards for performance of services in this Agreement, and where not expressed herein, in accordance with generally accepted industry standards. In no event shall CIF hold itself out as, act as, or be the agent of, City, without the City's express written authority to do so.
2. CIF shall be responsible for managing all operations and production of Event. No less than 30 days prior to the date of the event, a meeting will be held with all CIF event holders and the City PARCS Department Director, or designee to finalize the details of the event. Furthermore, CIF is responsible for ensuring that, by the end of the Event, the Park is restored to the condition which it was in immediately prior to Event in all material respects, ordinary wear and tear excepted. If the Park is not restored to the City's reasonable satisfaction, the City shall use its resources to restore the Park to its prior condition and will bill CIF for labor and material costs accrued restoring the park to its condition prior to the event. City staff will be available to validate the condition of the park before each event at a mutually agreed upon time.
3. On event dates, CIF shall have access to the Park from 5:00 a.m. to 7:00 p.m.
4. Events: CIF is licensing use of the Park for the purpose of the State High School Cross Country Championship on the following dates: November 24 and 25, 2023; November 29 and 30, 2024; November 28 and 29, 2025; November 27 and 28, 2026; and November 26 and 27, 2027.
5. Fees and Costs:

Per bid proposal by the City submitted to CIF in 2023, the City will waive all Rental Fees for facilities within Woodward Park for the event. There will be a \$1,000 cleaning/security deposit fee that will be applied to each year's event. The deposit is up to 80% refundable dependent on the condition of the facility after completion of each year's event. If requested, the cleaning/security deposit fee can be deducted from the reimbursement fee paid by the City of Fresno to CIF. CIF and local meet management will be responsible for operating the park entrance off of Friant Road and may charge entry fees, with proceeds going to the CIF. CIF and local meet management will also be responsible for operating the east park entrance booth off of Audubon Road and may charge entry fees, with proceeds going to the CIF. The

PARCS Department through ACE Parking will be responsible for the west park entrance booth off of Audubon Drive with gate fee proceeds going to the PARCS Department. CIF will not be authorized to charge park entrance fees to attendees entering the park as pedestrians or on bicycles. All City employees and City vehicles will be granted entry into any location in the park as is consistent with normal park operations.

There will be no Vendor Fees charged by the City for CIF vendors.

The City will reimburse CIF up to, but not to exceed \$10,000 per year for personnel expenses incurred at these events.

6. CIF will be required to supply all required security officers deemed necessary by the Fresno Police Department.
7. CIF shall comply with all terms of the applicable Conditional Use Permit (CUP), laws, liquor licenses, City Ordinances, and written City policies in effect at the time of the Event.
8. Indemnification: To the furthest extent allowed by law, CIF shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Licensee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of the performance of this License Agreement. Licensee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If CIF should subcontract all or any portion of the work to be performed under this Agreement, including, but not limited to, the operations and productions of Event, CIF shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

9. Insurance:
 - (a) Throughout the life of this Agreement, CIF shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and

volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CIF or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CIF shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CIF of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CIF shall not be deemed to release or diminish the liability of CIF, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CIF. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CIF, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

The following policies of insurance are required:

- A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.
- B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- C. LIQUOR LIABILITY insurance (if applicable) which shall be at least as broad as the most current version of Insurance Services Office (ISO) Liquor Liability Coverage Form CG 00 33, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. The responsibility for this coverage may be assigned to a concessionaire or vendor.

- D. WORKERS' COMPENSATION insurance as required under the California Labor Code.
- E. EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

In the event CIF purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

CIF shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Licensee shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

The above-described policies of insurance shall be endorsed to provide an unrestricted 30 day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, a new certificate evidencing renewal of such policy shall be provided not less than 15 days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, Licensee shall file with the City a certified copy of the new or renewal policy and certificates for such policy.

The General Liability, Commercial Automobile Liability and Liquor Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CIF'S insurance shall be primary, and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City and each of its officers, officials, employees, agents and volunteers.

CIF shall furnish the City with the certificate(s) and applicable endorsements for ALL required insurance two weeks prior to any scheduled Event. The failure to furnish the City with the certificate(s) and applicable endorsements for ALL required insurance two weeks prior to any scheduled Event, or to maintain the required insurance during the scheduled Event, shall be sufficient cause for the City to terminate this Agreement.

The fact that insurance is obtained by CIF shall not be deemed to release or diminish the liability of CIF, including, without limitation, liability under the indemnification provisions of this Agreement. The duty to indemnify City and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CIF. Approval or purchase of any insurance contracts or policies shall in

no way relieve from liability nor limit the liability of CIF or any subcontractors.

Upon request of City, CIF shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If CIF should subcontract all or any portion of the subcontract all or any portion of the work to be performed under this Agreement, including, but not limited to, the operations and productions of Events, CIF shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CIF and City two weeks prior to the commencement of any work by the subcontractor.

10. Authority and Approval. All parties hereto have the requisite power and authority to execute, deliver and perform this Agreement, and all actions of each such party, necessary for such execution, delivery and performance have been duly taken.
11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall together constitute but one document.
12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be Fresno County.
13. Termination. This Agreement shall terminate immediately at the scheduled conclusion of the Events. This Agreement shall also be immediately terminated should CIF fail to comply with the terms of this Agreement, including the terms of the CUP. Sections 8 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
14. Amendment. This Agreement may not be amended or modified except in writing signed by each of the parties to this Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.
15. Assignment. CIF may not assign its rights under this Agreement without the written consent of City, which consent may be withheld at City's sole and absolute discretion.
16. Prior Agreements. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and agreements and understandings concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective as of the date first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Brandon Collet 6/5/2023
Brandon M. Collet Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

CIF:
CALIFORNIA INTERSCHOLASTIC
FEDERATION, a California corporation

By: Bobbi Madsen
Bobbi Madsen
Name: _____

Title: Director
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Brian Seymour
Brian Seymour
Name: _____

Title: Associate Executive Director
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)