

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Allan L. Roeder
Dept.: Interim City Manager
Subject: APPROVAL OF AN AGREEMENT
WITH DISNEY SPORTS ATTRACTIONS
FOR HALF MARATHON EVENTS

From: Kimberly Huy
Dept.: Community Services
Date: June 23, 2015

OBJECTIVE

To recommend that the City Council approve an Agreement between the City and Disney Sports Attractions.

BACKGROUND

In 2014, the City's Community Event Committee worked with representatives from Disney Sports Attractions to coordinate the course routes for both the Avengers Half Marathon held in November 2014, and the inaugural 2015 Star Wars Half Marathon held in January 2015. In 2014, the Avengers Half Marathon event incorporated Garden Grove city streets as part of the route. The Star Wars event was a new addition to the list of *runDisney* events in Anaheim that began at the Disneyland Resort encompassing various streets in Anaheim and Garden Grove. The course route affected streets in the vicinity of Harbor Boulevard, Garden Grove Boulevard, Main Street, Euclid Street, and Chapman Avenue.

In early 2015, Disney Sports Attractions met with City staff to discuss the preparation of an agreement with the City that would continue to allow Disney Sports Attractions to use city streets for these two Half Marathon events.

DISCUSSION

Attached is a three-year Agreement with Disney Sports Attraction, allowing the organization to conduct the annual Avengers Half Marathon event and the annual Star Wars Half Marathon event on city streets from November 2015 through January 2018. Significant aspects of this Agreement include the following provisions:

- Disney Sports Attractions will reimburse the City for all of the City's costs attributable to the operation of the Half Marathon events. (Section 2);

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- Disney Sports Attractions is responsible to notify residents and businesses regarding the roads that will experience closures, as well as the hours for these closures. (Section 5);
- Disney Sports Attractions is responsible for removal of trash along the route of the Half Marathon events. (Section 5); and
- Disney Sports Attractions and its contractors and vendors must comply with insurance requirements, including designation of the City of Garden Grove as an additional insured on the insurance policies. (Section 16)

FINANCIAL IMPACT

There will be no financial impact to the City's General Fund. As set forth in the Agreement, Disney Sports Attractions will reimburse the City for all costs incurred in support of the Half Marathon events.

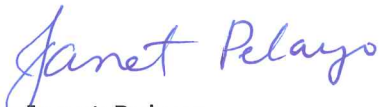
RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with Disney Sports Attractions; and
- Authorize the Interim City Manager, or his designee, to sign the Agreement on behalf of the City, including making minor modifications as appropriate and necessary.



KIMBERLY HUY
Director



By: Janet Pelayo
Manager

Recommended for Approval



Allan L. Roeder
Interim City Manager

Attachment: Agreement with Disney Sports Attractions

DISNEY SPORTS ATTRACTIONS HALF MARATHON EVENTS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY", and the DISNEY DESTINATIONS, LLC, doing business as DISNEY SPORTS ATTRACTIONS, hereinafter referred to as "RUNDISNEY".

RECITALS

A. RUNDISNEY has requested permission from CITY to sponsor and conduct the annual Star Wars and Avengers Half Marathon events and related activities in the City of Garden Grove utilizing CITY's streets and property.

B. CITY desires to facilitate and permit RUNDISNEY to utilize CITY's streets and property for the proposed Half Marathon events, provided the safety of all residents and orderly conduct of all participants in the Half Marathon events is ensured and CITY is reimbursed for costs it incurs as a result of the Half Marathon events.

C. CITY may lawfully expend money accruing to its general fund for purposes of supporting community events.

D. CITY and RUNDISNEY desire to enter into this Agreement to facilitate conduct the annual Star Wars and Avengers Half Marathon events and related activities in the City of Garden Grove and to memorialize the terms and conditions pursuant to which RUNDISNEY may utilize CITY's streets and property for such events.

E. Now, therefor, in consideration of the mutual covenants contained herein and other valuable consideration, including publicity generated from RUNDISNEY's activities, the parties agree as follows:

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **TERM.** The term of this Agreement shall be from the date first noted above through January 31, 2018, unless earlier terminated pursuant to Section 32 herein. The purpose of this Agreement is to allow RUNDISNEY to conduct the two annual Half Marathon events each year, beginning November 1, 2015 and continuing through January 31, 2018. The date for the 2015 Avengers Half Marathon shall be November 15, 2015 and the date for the Star Wars Half Marathon shall be January 17, 2016.

2. **COST REIMBURSEMENT.**

A. RUNDISNEY shall reimburse CITY for all direct and indirect costs incurred by CITY as a result of the conduct and operation of the Half Marathon events and the performance of this Agreement by CITY. Such reimbursable costs shall include, but are not limited to, costs

for street-sweeping before and/or after each Half Marathon event, costs incurred for the installation of temporary signage related to each Half Marathon event, and the full burdened cost of CITY staff time spent in conjunction with the preparation for, conduct of, and clean-up, deconstruction and removal of signage after each Half Marathon event. RUNDISNEY understands and agrees that reimbursable CITY staff time will include, without limitation, time spent by CITY police and emergency personnel on duty and on standby at each Half Marathon event, as well as time spent by CITY planning, public works and engineering personnel assisting with installation of necessary signage for each Half Marathon event. Reimbursable costs shall also include any and costs incurred by CITY in responding to unforeseen or emergency situations arising out of the Half Marathon events, including overtime costs for responding personnel and related equipment costs. RUNDISNEY further acknowledges and agrees that it shall be responsible for and shall reimburse CITY for the full cost to repair any damages caused to city streets, sidewalks, buildings, fixtures, property and other structures along the Half Marathon event routes as a result of the conduct and operation of the Half Marathon events by RUNDISNEY.

B. As a condition to conduct of any Half Marathon event, CITY may require RUNDISNEY to deposit with CITY, prior to the Half Marathon event, an amount sufficient to cover the costs the CITY reasonably estimates to be incurred by CITY in conjunction with such Half Marathon event. Following completion of each Half Marathon event, CITY shall provide RUNDISNEY with one or more invoices itemizing all reimbursable costs incurred by CITY in conjunction with the Half Marathon event. RUNDISNEY shall pay CITY for such invoiced costs, less any amounts previously deposited, within thirty (30) days of the date of mailing of the invoice. In the event the amounts deposited with CITY by RUNDISNEY prior to a Half Marathon event exceed the total reimbursable costs ultimately incurred by the CITY in conjunction with the Half Marathon event, CITY shall return the unexpended portion of the deposit to RUNDISNEY.

3. **HALF MARATHON ACTIVITIES.** For the purposes of this Agreement, the term "Half Marathon events" shall be inclusive of the set-up period prior to the marathon, the marathon itself, and any post-marathon cleaning and deconstruction. RUNDISNEY agrees to use its knowledge and experience to organize, promote, advertise and conduct the Half Marathon events during each year covered by this Agreement. Expressly prohibited from Half Marathon activities are helicopter rides, and activities, music, or speech that call, incite, or provoke an immediate breach of the peace. CITY reserves the right to immediately stop and terminate any such activity. All music, whether live or recorded, shall be planned and implemented by RUNDISNEY as an activity that is ancillary to the Half Marathon events. The volume on all music provided at the Half Marathon events shall not exceed 70 decibels at any time at any property line of the Half Marathon routes. RUNDISNEY shall provide sufficient security, as determined to be appropriate in the reasonable exercise of discretion by CITY's Chief of Police, to ensure compliance with all requirements of this Agreement, including but not limited to the requirements for music provided on the Half Marathon routes. RUNDISNEY shall notify CITY at least thirty (30) days in advance of the Half Marathon events of the name of each music group, type of music, and type of amplification system which will be used by each group providing live music along the route in order to ensure that requirements of this Agreement will be met. In addition, at the same time, RUNDISNEY shall provide to CITY identification of the areas along the route at which each musical group will perform and the times during which the performances will occur. Notwithstanding the foregoing, RUNDISNEY shall comply with the requirements of

Garden Grove Municipal Code Section 8.47.050(g)(2) regarding filing a registration statement with CITY's Zoning Administrator at least seven (7) days prior to use of any sound amplification equipment during the Half Marathon events. The noise levels of the Half Marathon events shall not disturb the peace of the surrounding community. If the Police Department determines that the noise level is disturbing the peace of the surrounding community, RUNDISNEY shall lower the noise volume of the offending source(s) as directed by the Police Department.

4. **PARTICIPANTS.** RUNDISNEY shall have sole responsibility for arranging and providing all contractors, persons, organizations, businesses, and employees necessary to properly conduct Half Marathon activities.

5. **USE OF CITY STREETS.** In consideration for RUNDISNEY's activities as provided herein, CITY grants RUNDISNEY a right to use the City streets along the Half Marathon event routes for the purpose of operating the Half Marathon events; including, but not limited to, booths, ancillary music and related uses. This right shall be contingent on RUNDISNEY's submission of a sufficient schedule of activities, events, and complete traffic plans thirty (30) days before the Half Marathon events, and the approval by the City Manager or his designee of the same.

RUNDISNEY shall provide adequate notice of street closures to all businesses and residences located on or reasonably near street closures at least sixty (60) days in advance of each Half Marathon event.

RUNDISNEY shall be responsible for the clearing of trash/debris from the route after each Half Marathon event. RUNDISNEY shall further be responsible for and agrees to provide proper clean-up of any public parking areas used for the Half Marathon events, except privately-owned parking lots. "Proper clean-up" shall mean the removal from all open, visible grounds litter, lumber, construction materials, debris, and other materials directly or indirectly resulting from the Half Marathon events. In accordance with Section 2 of this Agreement, RUNDISNEY shall reimburse CITY for any costs CITY incurs for site clean-up, including but not limited to, special materials, labor, overtime, or damage to event routes.

RUNDISNEY shall provide adequate trash containers and portable restrooms during the Half Marathon events. Should the City determine that additional or larger trash receptacles are necessary, RUNDISNEY shall contract with Garden Grove Disposal to ensure appropriate disposal of all waste generated during the event. Agreements for solid waste disposal shall be subject to approval by City's Risk Management department.

RUNDISNEY shall obtain approval in advance from the Garden Grove Police Department for the Half Marathon events route. Such approval shall not be unreasonably withheld.

6. **PARKING.** RUNDISNEY shall obtain pre-approval from the Garden Grove Police Department regarding any proposed parking restrictions or modifications in traffic flow during the Half Marathon events. Nothing in this Agreement authorizes RUNDISNEY access to parking other than that which is generally available to the public. RUNDISNEY shall ensure all of its agents, representatives, officers, volunteers, and participants are aware of, and abide by, all public

and private parking restrictions. Should the City determine that there is insufficient parking for the event, RUNDISNEY shall arrange for additional parking, including the rental of private lots.

7. **STORMWATER QUALITY BEST MANAGEMENT PRACTICES.**

RUNDISNEY shall use best management practices (BMPs) as feasible to prevent or control the discharge of pollutants and minimize non-stormwater runoff from the Half Marathon routes. BMPs may include structural or non-structural solutions, a schedule of activities, prohibition of practices, maintenance procedures, or other management practices used to prevent or reduce the discharge of pollutants to the storm drain system.

RUNDISNEY shall contact City of Garden Grove Compliance staff at (714) 741-5375 during office hours for assistance in choosing the appropriate BMPs for the Half Marathon events. RUNDISNEY shall submit proposed BMPs for City approval at least (30) days prior to the beginning of a Half Marathon event.

8. **FOOD SALES AND VENDING.** All food vendors, including concession stands and food trucks, shall obtain all necessary permits and approvals, including business licenses, Orange County Health Department permits, and Fire Department approvals prior to the Half Marathon events. RUNDISNEY shall notify CITY at least thirty (30) days in advance of their intent to have food vendors present at the Half Marathon events, and provide a detailed list of all vendors. CITY shall retain discretion to approve food vendors, including location and time of operation. If applicable, all commercial mobile trailers with food vending equipment, whether or not operated by the owner of said equipment, are required to have a permit from the Orange County Health Department prior to operation on or near Half Marathon event routes. RUNDISNEY shall make every effort to ensure that required permits have been obtained prior to the Half Marathon events. Any commercial equipment found in operation without the required Orange County Health Department permits shall be closed.

9. **SAFETY COORDINATION.** RUNDISNEY shall designate a representative for the coordination of all safety related activities pertaining to electrical and structural matters at the Half Marathon events. This person shall coordinate with the CITY's Building Official during the planning stages and conduct of the Half Marathon events. Structures, including sanitary facilities, must comply with the accessibility requirements of Title 24 of the California Code of Regulations, including those relating to handicap access. RUNDISNEY may contact the City of Garden Grove Inspection Request Line, at (714) 741-5332, to request inspections.

10. **SECURITY PLAN.** RUNDISNEY shall develop an operation and security plan for Half Marathon operations. This plan for the operation and security of the Half Marathon events shall be submitted to the Chief of Police of CITY for approval no later than fourteen (14) days before the Half Marathon events. RUNDISNEY shall obtain the approval of such plan from the Chief of Police, which approval shall not be unreasonably withheld.

11. **PERMITS.** RUNDISNEY and Half Marathon participants (including vendors), as described in Section 4 above, shall comply with all applicable laws, and shall obtain and comply with all required permits. It shall be the responsibility of RUNDISNEY to obtain, or cause to be

obtained, all required permits, including but not limited to, Community Event Permits and Street Closure Permits, except for a City of Garden Grove Business Operations Tax Certificate and State Board of Equalization Seller's Permit, which shall be obtained by each organization or group participating in the Half Marathon events, where applicable.

12. **FIRE REGULATIONS.** RUNDISNEY shall provide to the Fire Chief of CITY all necessary information to determine applicable Fire Code provisions and permits. All Fire Code required permits shall be obtained at least one (1) week prior to the Half Marathon events. RUNDISNEY shall comply with all such regulations and conditions imposed by the Fire Chief of CITY.

13. **POLICE SERVICES.** The Garden Grove Police Department reserves the right to revoke the event permit at any time without prior notice to or permission from RUNDISNEY if, in the opinion of the Chief of Police, or his designee, it is in the best interest of the general public and public safety. CITY, by and through the Chief of Police or his designee, retain the right to determine the level of police personnel necessary to ensure the safe execution of the Half Marathon events. In accordance with Section 2 of this Agreement, RUNDISNEY shall reimburse CITY for all such police personnel costs.

14. **BUSINESS TAXES.** If applicable, RUNDISNEY shall provide the Business Tax office with a list of all vendors and food booths at least two (2) weeks prior to the Half Marathon events. RUNDISNEY shall ensure that all vendors and food booths possess a current business license. RUNDISNEY shall also ensure that vendors selling tangible items have a Seller's Permit from the State Board of Equalization. If data related to business licenses, insurance, seller's permits, and other similar items, is incomplete or unsatisfactory, a field inspection will be required with a minimum of four hours at a rate of \$57.89 per hour payable by RUNDISNEY, which hourly rate may be adjusted annually as CITY costs increase.

RUNDISNEY shall ensure that any non-profit food vendors provide to CITY proof of non-profit status from the IRS and financial statements (from the most recent available year).

RUNDISNEY shall ensure that any sponsoring organizations submit to CITY a completed "Application for Permit to Appeal or Solicit for Charitable Purposes" and a signed letter of indemnification, satisfactory to CITY, by thirty (30) days before the event.

15. **LIABILITY WAIVERS.** RUNDISNEY shall require all Half Marathon participants (and if participant is a minor their parent or guardian on their behalf) to sign and submit a liability waiver approved by CITY that expressly waives liability against, among others, the City of Garden Grove and its officers, officials, agents, employees, and volunteers. RUNDISNEY shall provide to the City of Garden Grove copies of any or all liability waivers within ten (10) days of any request by the City. RUNDISNEY shall retain the original waivers for at least two (2) years following the event.

16. **INSURANCE.** RUNDISNEY shall ensure that insurance meeting the following requirements and acceptable to the City covering each Half Marathon event is obtained and

maintained, and that evidence of all required insurance is provided to the City not less than thirty (30) days prior to the Half Marathon event. No Half Marathon event may be conducted until all certificates and endorsements have been received and approved by the CITY.

A. Notice of Change or Cancellation. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance, as approved by CITY.

B. Workers Compensation Insurance. For the duration of each Half Marathon event, RUNDISNEY shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Each insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

C. General Liability Insurance. For the duration of each Half Marathon event, RUNDISNEY shall maintain a policy or policies of commercial general liability insurance in the amount not less than \$5,000,000 per occurrence and \$5,000,000 general aggregate, providing coverage for the acts or omissions of RUNDISNEY, its contractors and subcontractors, and each of their respective officers, employees, agents, and volunteers in conjunction with the conduct or operation of the Half Marathon event (claims made and modified occurrence policies are not acceptable). Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

D. Insurance certificates designating the City of Garden Grove as certificate holder for the commercial general liability policy(ies) required by Subsection B and C, above, shall be provided to CITY. The certificate holder address is as follows:

City of Garden Grove
Attn: Risk Management
11222 Acacia Parkway
Garden Grove, CA 92840

E. An **additional insured endorsement for on-going** under the **commercial general liability** policy(ies) required by Subsection C, above, designating the "**City of Garden Grove, its officers, officials, agents, employees, and volunteers**" as additional insureds. (Form CG 20 26 07 04 or equivalent), shall be obtained and provided to CITY, as approved by CITY.

F. All insurance provided to the CITY shall be primary and non-contributory to the CITY's insurance and self-insured retentions. A **primary/non-contributory** endorsement shall be provided as to the "**City of Garden Grove, its officers, officials, agents, employees, and volunteers,**" as approved by CITY.

G. Evidence of automobile liability coverage for all vehicles that will be driven by employees, agents, or volunteers of RUNDISNEY or its contractors or subcontractors during the Half Marathon event shall be provided to CITY, as approved by CITY.

H. Claims made and modified occurrence policies shall not be accepted. All insurance carriers must have a minimum A.M. Best Guide Rating of A-, VII or better.

I. RUNDISNEY shall ensure that all of its contractors and subcontractors provide the same insurance and endorsements as required of RUNDISNEY herein. RUNDISNEY shall be responsible to collect and maintain all insurance and endorsements from its respective contractors and subcontractors. RUNDISNEY shall provide certified copies of all policies upon CITY's request.

J. All of RUNDISNEY's contractors and subcontractors providing work or services in conjunction with the Half Marathon Event shall be required to obtain and maintain the same insurances herein as RUNDISNEY. Policy limits may vary depending on the type of work or services performed. RUNDISNEY shall be responsible to collect and maintain all insurances from all contractors and subcontractors. Certified copies of policies and copies of certificates and endorsements shall be given to City by RUNDISNEY upon request.

If any such contractors or subcontractors' insurance carrier(s) require there be an agreement between the subcontractor and the CITY in order to trigger the additional insured coverage provided for in this section, the subcontractor shall be required to enter into an agreement with CITY on terms acceptable to CITY. RUNDISNEY shall perform all tasks necessary to execute this subsection, including but not limited to, coordination with its contractors.

K. If RUNDISNEY or its contractors and/or subcontractors maintains higher insurance limits than the minimums shown above, RUNDISNEY or its contractors and/or subcontractors shall provide coverage for the higher insurance limits otherwise maintained by RUNDISNEY or its contractors and/or subcontractors.

17. **ALCOHOLIC BEVERAGES.** Alcoholic beverages shall not be sold, distributed, or consumed on the Half Marathon event routes. Any food or other booth in which alcohol is found shall immediately, and for the duration of the event, be closed by the Chief of Police or designee.

18. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY.** No official or employee of CITY shall be personally liable to RUNDISNEY in the event of any default or breach by CITY, or for any amount that may become due to RUNDISNEY, or for any obligation under the terms of this Agreement.

19. **NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF RUNDISNEY.** No official or employee of RUNDISNEY shall be personally liable to CITY in the event of any default or breach by RUNDISNEY, or for any amount that may become due to CITY, or for any obligation under the terms of this Agreement.

20. **COMPLIANCE WITH LAW.** RUNDISNEY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments in the performance of Half Marathon-related activities and the performance of this Agreement.

21. **CONFLICT OF INTEREST.** RUNDISNEY shall at all times avoid conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

22. **NOTICES.** All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.

A. Address of RUNDISNEY is as follows:
Disney Sports Attractions
1150 West Magic Way, DRC #314C3
Anaheim, CA 92802
Attn: Shannon Abeyta

B. Address of CITY is as follows:	Copy to:
City of Garden Grove	City of Garden Grove
11222 Acacia Parkway	11222 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840
Attn: City Manager	Attn: City Attorney

23. **TIME OF ESSENCE.** Time is of the essence in the performance of this Agreement.

24. **LIMITATIONS ON SUBCONTRACTING AND ASSIGNMENT.** The experience, knowledge, capability, and reputation of RUNDISNEY, its principals and employees are a substantial inducement for CITY to enter into this Agreement. RUNDISNEY shall not assign, sublet, or otherwise transfer its rights or obligations under this Agreement without the prior written consent of CITY. Any attempted assignment, sublet, or transfer made in violation of this provision shall be null and void. If RUNDISNEY is permitted to subcontract any part of this Agreement, RUNDISNEY shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the execution of the Half Marathon events will be considered agents of RUNDISNEY. CITY will deal directly with RUNDISNEY.

25. **NON-DISCRIMINATION.** RUNDISNEY covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any action or activity pursuant to this Agreement.

26. **AUTHORITY TO EXECUTE.** Each person executing this Agreement on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for which he/she is signing and that such entity is bound to the rights and by the obligations set forth in this Agreement by such signature.

27. **INDEMNIFICATION.** To the fullest extent allowed by law, RUNDISNEY agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, officials, agents, employees, and volunteers from any and all claims, liabilities, expenses, or damages of any nature, including attorney's fees, for injury or death of any person, or damage to property, or interference with the use of property, arising out of, or in any way connected with any Half Marathon related activities and the performance of the terms of this Agreement by RUNDISNEY, RUNDISNEY agents, officers, officials, employees, volunteers, vendors, subcontractors, or independent contractors hired by RUNDISNEY. The only exception to RUNDISNEY's responsibility to protect, defend, and hold harmless CITY is due to the sole negligence or intentional wrongful conduct of CITY, or any of its elective or appointive boards, officers, officials, agents, or employees.

28. **MODIFICATION.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by RUNDISNEY and CITY. Nothing herein prohibits the parties from mutually agreeing to modify any condition contained in this Agreement.

29. **WAIVER.** The waiver of any provision of this Agreement must be in writing by the appropriate authorities of CITY and RUNDISNEY.

30. **CALIFORNIA LAW.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.

31. **INTERPRETATION.** This Agreement shall be interpreted as though prepared by both parties.

32. **TERMINATION.** CITY shall each have the right to terminate this Agreement, without cause, by giving written notice of termination at least one-hundred and eighty (180) days before the next Half Marathon event.

Any termination of this agreement by CITY shall not relieve RUNDISNEY of any outstanding obligation under this Agreement, including but not limited to the following: RUNDISNEY's indemnification obligations shall survive termination of this Agreement until all actions and claims are fully and finally resolved and all monies related thereto are fully paid.

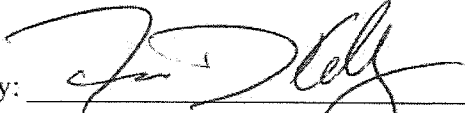
33. **PRESERVATION OF AGREEMENT.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions interpreted, and all remaining provisions shall remain enforceable.

City Clerk

APPROVED AS TO FORM:

Thomas F. Nixon, City Attorney

DISNEY SPORTS ATTRACTIONS

By: 

FAROUK D. KEWEY

By: _____