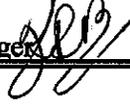
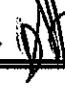
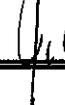




Meeting Date: 11/15/2011

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input checked="" type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Cyndi Hookstra, Management Analyst III  Agenda Item No. 0-1

Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____

DATE: November 15, 2011

TO: City Council

FROM: Michael Henderson, General Services Superintendent 
City Manager's Office

SUBJECT: License Agreement # A-7452 with the Dallas Cowboy Football Organization for a three year agreement for a training camp at River Ridge Fields.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a three (2012, 2013, 2014) year agreement with an additional three year extension option with Dallas Cowboys organization for an annual training camp to be held at River Ridge Fields.

DISCUSSION

This past summer the City of Oxnard hosted an abbreviated New Orleans Saints football training camp at River Ridge Fields. The Saints' interest in Oxnard as a potential training site sparked a heightened interest in the Dallas Cowboys organization to seek a more permanent long term agreement with the City. The Dallas Cowboys have held six (6) football training camps at River Ridge fields in the past. This agreement is for three (3) years with an option to extend the agreement for an additional three (3) years, for a total of six (6) years beginning with the 2012 football season.

The City of Oxnard not only offers the ideal weather but also complementary facilities to host sports training camp-type events. The Residence Inn by Marriott resides next to the City-owned River Ridge sports fields and this is the perfect mix for sports organizations looking for such a venue. The hotel facility provides housing and food service, while the City fields provide the sports practice amenities. In addition, the adjacent vacant lot allows for ample event parking. The agreement with the Cowboys is contingent on the City being able to secure the use of the vacant lot at the corner of Vineyard Avenue and Ventura Road formerly owned by Casden Properties. It also is contingent on an equitable agreement with the Residence Inn by Marriott at River Ridge Fields. Failure of the City to secure the use of the vacant lot would allow the Dallas Cowboys to terminate their agreement with both the City and the hotel.

This three-year agreement with the Dallas Cowboys organization offers the City an opportunity to market the training camp event, thus making the City a summer destination for football fans near and far.

FINANCIAL IMPACT

The City and the Dallas Cowboys will share in the cost of security, field maintenance, fencing and field house maintenance. In addition, the Gene and Jerry Jones Foundation will donate \$10,000 annually to a charity of the City's choosing. The City will also keep all revenue generated by the parking lot fee. In the past, the parking lot revenue has been shared with the two youth organizations working the parking lot and the City. Several youth organizations and school booster clubs will benefit financially from providing food booths or working the Dallas Cowboys Experience game area.

The community as a whole benefits from this event. The training camp will generate additional economic stimulus to the local business community as well as to local youth organizations. It is a win-win for the City of Oxnard and its residents.

CLH

Attachment #1 - License Agreement # A-7452

LICENSE AGREEMENT
(Dallas Cowboys Summer Training Camp)

This License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 7th of November 2011 by and between the City of Oxnard, a municipal corporation ("City") and Pro Silver Star, Ltd. on behalf of the Dallas Cowboys ("Cowboys").

WHEREAS, City is the Owner of certain land and structures consisting of two practice fields (the "Fields"), and an athletic building; and

WHEREAS, the City does not currently own the 20 acre vacant parcel adjacent to the fields but understands that the Cowboys need that area or a similarly located area (the "Parking/Marketing Area") to hold its Training Camp in Oxnard; and

WHEREAS, the City will obtain rights to or otherwise provide a Parking/Marketing Area either through a sub-license or through other means in order to ensure that the Cowboys have sufficient space for parking and marketing of its training camp; and

WHEREAS, the Parking/Marketing Area together with the Fields and the athletic building shall be collectively called the "Facilities", all depicted (the Parking/Marketing Area as presently contemplated) on the site plan attached hereto as Exhibit A and incorporated in full by this reference; and

WHEREAS, City desires to allow Cowboys to use the Facilities to conduct the Cowboys training camp (the "Training Camp") for the next three years with an opportunity to extend Training Camp for an additional three years; and

WHEREAS, Cowboys desire to use the Facilities for the Training Camp.

NOW, THEREFORE, City and Cowboys hereby agree as follows:

1. USE OF THE FACILITIES.

a. City hereby grants to Cowboys an exclusive license to use and Cowboys agree to use the Facilities, subject to the terms of this Agreement. Cowboys shall have the exclusive use of the Facilities and shall use the Facilities for the "Training Camp Window" (as defined below) for 2012, 2013 and 2014. On or before February 15 of any given year, the City shall in writing notify Cowboys that City has secured and will provide a Parking/Marketing Area, and shall describe the Parking/Marketing Area in detail sufficient to enable Cowboys to determine whether it is suitable for Cowboys purposes. On or before April 1 of any given year the Cowboys shall

notify the City in writing of the dates it intends to use the Facilities that summer (the "Training Camp Window"). The Training Camp Window (which will include set up and break down) will be at least 20 days but no more than 40 days. The exclusivity will only last as long as the Training Camp Window in any given year.

b. This agreement may be extended for an additional three years (2015, 2016, and 2017), at the Cowboys' sole discretion, on the terms set forth in this Agreement by proving a written request for extension to the City of Oxnard on or before April 1, 2015.

c. Other than a material breach by either party of this Agreement or as otherwise set forth herein, the only early termination option shall be as follows. The Cowboys, in its discretion, may terminate this Agreement upon 30 days written notice if:

i. The City cannot provide a Parking/Marketing Area commensurate with the area provided for the 2010 Training Camp (or otherwise satisfy the Cowboys parking and marketing needs); or

ii. The Cowboys terminate its Hotel Agreement with the Residence Inn at Oxnard because a change of control of the hotel has caused a material adverse impact on the Cowboys' Training Camp (i.e., the change results in a materially inferior economic deal for the Cowboys or the Cowboys' access to the hotel facilities is materially restricted).

iii. If this Agreement is terminated pursuant to Paragraph 1.c.i or 1.c.ii., above, neither party shall be entitled to compensation or recovery of damages from the other party.

d. Upon execution of this Agreement and for the years thereafter, the Parties will, in good faith, discuss various other training camp alternatives and infrastructure improvements for Cowboys Training Camp.

e. The Residence Inn by Marriott River Ridge Hotel has legally assigned access and use of the hotel tennis courts to the Cowboys for the duration of the training camp agreement. The Cowboys along with the City agree to mutually coordinate and agree upon the "VIP" visitors access areas on the fields in a manner so as to provide access to both Cowboys' and City's guests. The Cowboys and City shall also mutually agree upon the terms, conditions and area for the "VIP" visitor access area within the Residence Inn by Marriott River Ridge Hotel tennis courts and VIP parking area in a manner so as to provide access to both Cowboys' and City's guests. .

2. ALTERATION OF THE FACILITIES, UPDATES, AND MAINTENANCE.

a. Except as otherwise provided for in this Agreement, Cowboys shall not make any alterations to the Facilities or any part thereof, or change the appearance of the Facilities without the prior written consent of the City Manager or designee ("Manager"). Any alterations to the Facilities, except for portable furniture and trade Fixtures, shall become at once a part of the

realty of the Facilities and shall, at the termination of each Training Camp Window, belong to City.

b. Any alterations to the Facilities shall conform to the requirements of all federal, state, and local laws and conform to the reasonable rules and regulations of City.

c. If Manager approves Cowboys' request to make any alterations or attach fixtures to the Facilities, then City may require that any such alterations or fixtures be removed prior to termination of each Training Camp Window. Any removal of alterations or fixtures shall be at Cowboys' sole cost and expense and accomplished in a good and professional manner. Any damage caused by such removal shall be repaired at Cowboys' sole cost and expense.

d. The Facilities will be provided to the Cowboys in the same condition, reasonable wear and tear excepted, as the Facilities were at the commencement of occupancy by the Cowboys in July, 2010.

e. (1) Once Training Camp has commenced, City will maintain the Fields (including but not limited to watering, replacing sod, mowing, striping, groundskeeping, lining and preparing the Fields for practice by experienced groundskeepers) to the Cowboys' reasonable requirements. The cost and expense of such maintenance shall be shared fifty percent (50%) by Cowboys and fifty percent (50%) by City.

(2) City acknowledges that the condition of the Fields is a material inducement to the Cowboys entering into this Agreement, and the failure to prepare the Fields as described above and using the 2010 training camp field condition as the benchmark for this agreement will allow Cowboys to terminate this Agreement by written notice describing the field preparation breach and receive a refund of all amounts previously paid to City in connection with the Training Camp Window in question. Such refund shall be the sole remedy in damages for failure to satisfy City's obligation under this subparagraph.

(3) The City and the Cowboys will each have responsibilities concerning equipment and facilities as set forth in Exhibit A.

f. (1) City agrees that Cowboys shall have the right to hang banners, signs, and other similar materials ("materials") advertising its sponsors, provided same shall not advertise any alcoholic beverage (except beer and wine), tobacco products, or illegal or immoral products. Cowboys shall pay the costs of producing and installing such materials and shall remove them prior to the end of the annual Training Camp Window.

(2) City shall have the right to place five (5) banners advertising Training Camp sponsors of City or City amenities. City agrees none of such sponsors shall be a competitor of any of Cowboys' sponsors provided on a list to the City 60 days prior to the first day of Training Camp. City's banners shall not exceed three feet

by ten feet.

(3) City shall retain any funds received from City's Training Camp sponsors related to the five (5) City sponsors' banners. Such banners of City and its sponsors shall be of the same size and quality as the banners for the Cowboys' sponsors and shall be placed in locations designated by the Cowboys, but in comparable locations to Cowboys 'sponsors' banners.

g. City shall erect perimeter and interior sports fence panels in and around the Fields at a cost and expense shared by fifty percent (50%) by the City's and fifty percent (50%) by the Cowboys. This includes fencing to delineate the marketing area ("Midway") and to delineate infield fencing for "autograph alley" and "VIP" fields areas. Cowboys at their sole cost and expense shall erect any security fencing within the Residence Inn by Marriott River Ridge hotel property.

3. **DESCRIPTION OF USES/TIMES.**

a. City grants Cowboys the use of the Facilities for the conduct of its Training Camp as typically conducted, the sale of souvenirs, the Dallas Cowboys Experience and any other lawful use which is not a nuisance and which is reasonably acceptable to Manager.

b. Cowboys may use the Facilities twenty four (24) hours a day, seven days a week during the Term: provided, however, Cowboys agree that use of the Fields will be limited to daylight hours, unless lights are installed during the term of this contract.

c. Beginning with the first day of the Training Camp Window, City agrees to make available reasonable storage space either at the Facilities or elsewhere in City for certain Cowboys equipment to be used at Training Camp.

4. **EVENT STAFF.** City shall provide the following event staff volunteers at the Facilities:

a. At each practice session:

(1) One (1) event staff person for each fifty (50) fans in attendance, but no less than twenty event staff persons.

(2) No less than ten (10) or more than twenty (20) parking attendants and traffic controllers.

(3) No less than two (2) miscellaneous event staff persons to be dispatched to locations designated by the Cowboys.

b. All event staff shall report to their stations at least one (1) hour before each practice session and shall remain on duty until one (1) hour after the conclusion of each practice session. At least three event staff shall report to the Cowboys training camp designee two hours before each practice session.

c. If requested to do so by the Cowboys, City will conduct a training session for all such event staff during the week prior to the Players' arrival, with the assistance and input of the Cowboys Training Camp designee.

d. All volunteer event staff and parking attendants/traffic controllers shall receive a t-shirt designating them as such to be supplied by Cowboys at no cost to City. At least once during each training camp year, the Cowboys shall host a volunteer appreciation event to be determined by mutual agreement between the City and the Cowboys.

5. **SECURITY STAFF AND POLICE OFFICERS.**

a. Cowboys and City shall mutually in good faith confer and attempt to agree on the number of persons, hours, and locations of armed, uniformed police officers providing security at the Training Camp sessions. The final determination concerning the appropriate number of police officers shall be made by the City, acting reasonably, in consideration of the health, safety, and welfare of the public.

b. Cowboys agree that the City shall select and manage the staff of a private security company to provide security at the Training Camp sessions, City shall determine the number of such security personnel, hours and locations.

c. Cowboys and City agree that at least one security person shall be on the Facilities for 24 hours each day.

d. Cowboys agree to pay sixty percent (60%) of the costs of the security staff and police officers. City agrees to pay forty percent (40%) of such costs.

6. **LIMITS ON COWBOYS' USE.** Cowboys shall not use or permit the Facilities or any part thereof to be used for any purpose or purposes other than the express purpose or purposes for which the use of the Facilities is granted to Cowboys in this Agreement.

7. **PROHIBITED ITEMS AT THE FACILITIES.** Cowboys shall not sell or permit to be kept, used, displayed, or sold in or about the Facilities any:

a. Article that may be prohibited by standard forms of fire insurance policies;

b. Alcoholic beverages;

c. Tobacco products;

d. Firearms or weapons as defined in Sections 12001 (a) through (l) of the California Penal Code; or

e. Illegal narcotics or drugs as defined by Sections 1000 et. seq. of the California

Penal Code.

8. **TICKET BOOTHS, PROGRAMS, CONCESSIONS, SOUVENIRS.**

a. City hereby grants to Cowboys the right to operate ticket booths, program sales locations and souvenir stands within the Facilities.

b. City shall retain all revenues from the sale of concessions generated by local high school district organizations and other charitable organizations at the Training Camp sessions. Cowboys agree that City may share such revenues with any public or private organizations at City's discretion. Cowboys shall retain all revenues from the sale of concessions generated by sponsors.

c. Cowboys, at their sole cost and expense, may erect on the Facilities: (1) a mini-theme park called "The Dallas Cowboys Experience" including inter-active activities and other Cowboys-related events, including a "Hall of Fame"; (2) souvenir booths for the sale of Cowboys-related merchandise; (3) tents and other structures for entertainment of its sponsors; and (4) media tents and structures, and (5) upon the parties mutual agreement, a Legends Hospitality Food Truck. Cowboys will be responsible for staffing such areas and the removal of same prior to the end of the Term. Cowboys agree that City is not liable for the damage, loss, theft, or destruction of any item displayed in the "Hall of Fame." Cowboys agree to obtain all Ventura County and City permits required for the operation of such areas with the reasonable cooperation of City.

d. Cowboys agree that attendees will not be charged admission to attend practice sessions.

e. Cowboys agree that City through local youth nonprofit organizations shall manage "The Dallas Cowboys Experience." Cowboys agree that City may charge a fee not to exceed \$5.00 for admission to "The Dallas Cowboys Experience" which fees will be retained by the nonprofit.

f. Cowboys agree that City may charge a fee for parking on the Facilities. City shall be solely responsible for management and control of such parking. City shall receive one hundred percent (100%) of the parking revenues.

g. Cowboys agree City may authorize and operate food concessions (including the Legends Hospitality Food Truck, if available and mutually agreed upon). Manager may authorize the local high school district organizations and other charitable organizations to operate concession stands and other food concessions. Such concessions must all be approved by the Manager.

h. City agrees to cause concession vendors to use Pepsi and Dr. Pepper soft drink products and Deja Blue water products. City may purchase such products from vendors it chooses in its sole discretion.

i. Cowboys shall retain one hundred percent (100%) of revenues generated by

Cowboys' use of the Facilities, including the sale of Cowboys and National Football League merchandise during the term of this Agreement (which shall be wholly retained by the Cowboys).

j. Cowboys agree that the City may advertise and market the training camp event in conjunction with the Oxnard Chamber of Commerce and the Oxnard Convention & Visitors Bureau through the use of various media methods. City agrees that Cowboys may, at its discretion, create, market and merchandise a training camp logo each year which incorporates the City of Oxnard name and logo in conjunction with the Cowboys logo and/or name.

9. **NO SMOKING.** Cowboys agree that smoking shall be prohibited at the Facilities during the Term of this Agreement.

10. **STANDARDS OF QUALITY.** During Cowboys' use of the Facilities, Cowboys shall use reasonable efforts to maintain the highest degree of standards of quality of products. Cowboys and its representatives, agents, servants, employees and assigns shall at all times be courteous, polite, and shall not engage in what would be universally considered offensive conduct.

11. **MAINTENANCE AND REPAIR.**

a. City shall keep and maintain the Facilities in a good, neat, clean and orderly condition and state of maintenance and repair. Such maintenance and repair shall be at a reasonable level using the 2010 Training Camp as a benchmark for maintenance. Without limiting the generality of the foregoing, maintenance and repair shall include all equipment or facilities serving the Facilities, such as walls (interior or exterior), foundations, ceilings, roofs, floors, windows, doors, plate glass, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, about, or adjacent to the Facilities. City shall be responsible for fifty percent (50%) of the cost of such maintenance. Cowboys shall be responsible for fifty percent (50%) of the cost of such maintenance. Cost of maintenance shall be determined based on actual cost of material and contract labor and the "loaded" payroll rate for City employees. Notwithstanding the above, Cowboys shall be responsible for any repair cost caused by the gross negligence or intentional misconduct of its Players or its employees.

b. City's routine maintenance and repair shall include on a daily basis the removal of debris from the bleachers, walkways and Fields following practice sessions, cleaning of the bleachers, cleaning public restrooms, the athletic building (after each practice session), and ticket booths. Trash will be picked up from the bleachers area after each practice session and from the entire Facilities at the end of each day, and disposed of.

12. **COWBOYS EVENTS AND DONATIONS.**

a. Cowboys agree to cooperate with City in planning and conducting one (1) free cheerleading clinic up to (6) Cowboys Cheerleaders. City will be responsible for providing reasonably adequate security for such event only when conducted at the Facility, Cowboys and City shall mutually and reasonably agree to the terms, conditions, date and time of this clinic.

b. At City's discretion, The Gene and Jerry Jones Foundation shall annually donate Ten Thousand U.S. Dollars (\$10,000.00) to a charity of City's selection or the Cowboys shall donate Ten Thousand U.S. Dollars (\$10,000.00) in school supplies to local schools. These will be mutually exclusive options.

c. Cowboys shall, at its sole cost, provide lunch and memorabilia to punt, pass and kick contest winners. Cowboys and City shall mutually and reasonably agree to the terms, conditions, dates, and times of such contests.

d. City and Cowboys agree to provide lunches to event staff volunteers on each day of the Training Camp. City agrees to pay fifty percent (50%) and Cowboys agree to pay fifty percent (50%) of the cost of such lunches.

13. **REPRESENTATIVES OF CITY AND COWBOYS.** City hereby designates Manager as the person responsible for administration of this Agreement. Unless otherwise notified by the Cowboys, Cowboys hereby designate Bruce Mays and John Hickman as the persons responsible for administration of this Agreement and Training Camp.

14. **AMPLIFIED SOUND SYSTEM.**

a. Cowboys agree that any amplified sound system installed by Cowboys at the Facilities must be approved by Manager, which approval shall not be unreasonably withheld. If installed, Cowboys agree that this amplified sound system shall be installed and used in a manner that minimizes the impacts of sound from Cowboys' use of the Facilities on the neighborhoods surrounding the Facilities.

b. Cowboys' use of the Facilities shall not violate City's sound regulation ordinance.

c. Cowboys shall take such action as reasonably requested by Manager to reduce noise from Cowboys' use of the Facilities.

15. **RESPONSIBILITIES OF CITY.**

a. City agrees to reasonably cooperate with and assist Cowboys to enable Cowboys to accomplish Cowboys' responsibilities as set forth in this Agreement.

b. City shall reasonably assist Cowboys with hotel reservations, including pricing, and obtaining other business opportunities in Oxnard.

c. City shall reasonably assist Cowboys to obtain approval from the Point Mugu Naval Base for Cowboys charter airplane to land at such base as required.

d. In addition to its other responsibilities, City agrees at its sole cost and expense, to:

- 1) Provide bleachers at the Fields for a minimum of 3,000 fans during Training Camp along the sidelines as designated by Cowboys.

- (2) Except as provided for below in subparagraph 15.d.(3), pay for all electrical, gas, water, and sewer utility charges at the Facilities.
- (3) Provide parking and labor, materials and supplies to provide electrical service for media trucks, office and storage trailers, and exercise equipment in an area to be mutually agreed upon by City and Cowboys. The cost of such labor, materials, supplies and electrical service shall be paid by the Cowboys.
- (4) Deliver to and from the Facilities work-out equipment from local high schools consisting of blocking sleds and other items reasonably requested by Cowboys. Cowboys shall reimburse the reasonable value to the provider of any such work-out equipment damaged, lost, stolen or destroyed while in the custody or control of the Cowboys.

16. **PERMITS, LICENSES, CERTIFICATES.** Cowboys, at Cowboys' sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with Cowboys' use of the Facilities under this Agreement, including, if required by law, a business license from City. City will fully cooperate with Cowboys in acquiring such permits, licenses and certificates.

17. **DISCHARGE OF CLAIMS, LIENS AND TAXES.**

a. Cowboys shall discharge or provide for the discharge of all claims that Cowboys may have authorized or incurred for labor, materials and supplies furnished for or in connection with the Facilities and pay all taxes, assessments or other governmental charges lawfully levied or assessed upon or in respect to its use of the Facilities or any part thereof or upon any of its revenues therefrom, except taxes otherwise payable by City.

b. Cowboys agree to keep and shall keep the Facilities free and clear of any mechanic's or materialmen's lien or other liens of any kind or nature for any work done, labor performed, or materials or supplies contracted for by Cowboys.

18. **INDEMNITY.**

a. Cowboys agree to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, and City agrees to indemnify, hold harmless and defend Cowboys and its partners, employees, agents and representatives, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any negligent, grossly negligent or willful acts or omissions related to this Agreement performed by the indemnifying party or its agents, employees, subcontractors, subconsultants and other persons acting on the indemnifying party's behalf.

b. The indemnifying party's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which the indemnify party is obligated to indemnify and hold

harmless.

19. **INSURANCE.**

a. Cowboys shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit B attached hereto and incorporated in full herein by this reference, issued by a company reasonably satisfactory to the Risk Manager, provided that such insurance coverages shall have limits of Five Million U.S. Dollars (\$5,000,000) for general liability and, ~~Three Million U.S. Dollars (\$3,000,000)~~ for automobile coverage. *One Million U.S. Dollars (\$1,000,000)* AH
AS

b. Cowboys shall, prior to performance the start of each Training Camp Window, file with the Risk Manager evidence of insurance coverage as specified in Exhibit B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit B.

c. Maintenance of proper insurance coverages by Cowboys is a material element of this Agreement. Cowboys' failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

d. In addition, the following entities must be identified in the following manner as additional insureds and certificate holders: "AIC Devco LLC, Blackacre Casden Devco, LLC", and their members, affiliates, and representatives."

e. In addition to all other City requirements. on the certificate of insurance, the following language must appear in the Description of Operations: AIC Devco LLC, Blackacre Casden Devco, LLC are named additional insured under the insured's General Liability policy referenced above for the use of and access by the insured, its invitees, guests, patrons, customers, contractors, employees and licensees and to conduct the Insured's event on, and in connection with the Insured's license of the Certificate Holder's property located at the intersection of Vineyard Avenue and Ventura Road in the City of Oxnard, the State of California (APN No. 179-0-040-175).

f. In addition to all other City requirements, insurance endorsements shall contain the following language: AIC Devco LLC, Blackacre Casden Devco, LLC are named additional insured under the insured's General Liability policy referenced above for the use of and access by the insured, its invitees, guests, patrons, customers, contractors, employees and licensees and to conduct the Insured's event on, and in connection with the Insured's license of, the Certificate Holder's property located at the intersection of Vineyard Avenue and Ventura Road in the City of Oxnard, the State of California (APN Nos. 179-0-040-170, 179-0-040-180, 179-0-040-585, 179-0-040-625).

g. In addition to all other City requirements, all endorsements must contain the following identification information: the policyholder, the insurer, the date of issuance, the policy number, and the identification of the authorized agent.

h. In addition to all other City requirements, additional insureds to be identified and the manner in which they are to be identified are: AIC Devco LLC, Blackacre Casden Devco,

LLC, and their members, affiliates, and representatives.”

20. **PAYMENT OF ESTIMATED EXPENSE.** On or prior to the first day of each year’s training camp, Cowboys will pay to the City the sum of \$50,000 for a two (2) week training camp, or \$80,000 for a three (3) week training camp or \$100,000 for a four (4) week training camp, which represents a good-faith estimate of the total sum to be paid to the City under this Agreement. At the conclusion of training camp, City will provide Cowboys with a final reconciling invoice. Payment of the amount shown on the invoice minus the specified pre-payment shall be made within 120 days of the last day of training camp. In the event that the good-faith estimates set forth above exceed the actual costs due pursuant to the Agreement, City will refund the overage to the Cowboys in a timely manner.

i. The list of additional insureds and certificate holders named above in subparagraphs d., f., and h., may be added to or changed by the City by providing reasonable written notice to Cowboys prior to any Training Camp Window.

21. **CITY NOT A BAILEE.** Cowboys understands and agrees that City does not in any way purport to be a bailee hereunder and provided City provides the security services provided under Paragraphs 4 and 5 above, is in no way responsible for Cowboys’ lost, stolen, or damaged property unless City or its agents take possession of Cowboys’ property.

22. **INDEPENDENT CONTRACTOR.** City shall not have any control over the manner, mode, or means by which Cowboys, its agents, subcontractors, subconsultants or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Cowboys’ employees, agents, subcontractors, subconsultants, or Players or in fixing their number, compensation or hours of service. Cowboys shall perform all services required herein as an independent party of City and shall remain at all times as to City a wholly independent party with only such obligations as are consistent with that role. Cowboys shall not at any time or in any manner represent that Cowboys or any of its employees, agents, subcontractors, subconsultants or Players are employees, agents, subcontractors or subconsultants of City. City shall not in any way or for any purpose become or be deemed a partner of Cowboys in any business or otherwise or a joint venturer or a member of any joint enterprise with Cowboys.

23. **CONFLICT OF INTEREST.** No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested in violation of any State Statute or regulation. Cowboys warrants that Cowboys has not paid or given and shall not pay or give any third party any money or other material consideration for obtaining this Agreement.

24. **ASSIGNABILITY OF AGREEMENT.** The experience, knowledge, capability and reputation of Cowboys, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, sublet, hypothecated or otherwise transferred voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written

approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and control of Cowboys taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Cowboys of any liability hereunder without the express written consent of City.

25. **SUCCESSORS AND ASSIGNS.** City and Cowboys agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, Administrators, successors and assigns of City and Cowboys.

26. **FAIR EMPLOYMENT PRACTICES.**

a. Cowboys agree that all persons employed by Cowboys shall be treated equally by Cowboys without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all anti-discrimination laws of the United States of America, the State of California, and City.

b. Cowboys agree that, during the performance of this Agreement, Cowboys and any other parties with whom Cowboys may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Cowboys agree to state in all of its solicitation or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Cowboys shall provide City staff with access to and, upon request by Manager, provide copies to Manager to all of Cowboys' records pertaining or relating to Cowboys' employment practices, to the extent such records are not confidential or privileged under State or federal law.

27. **FORCE MAJEURE.** City and Cowboys agree that neither City nor Cowboys shall be responsible for delays or failures in performance resulting from acts beyond the control of City or Cowboys. These acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other natural disasters.

28. **SURRENDER OF POSSESSION.**

a. Cowboys agree to yield and deliver peaceably to City the possession of the Facilities promptly at the end of each Training Camp Window and on the date of termination of this Agreement, whether termination is for cause, expiration or otherwise.

b. Except as otherwise provided in this Agreement, Cowboys shall have the right at the end of or during any Training Camp Window to remove its equipment, supplies, furnishings,

inventories, removable fixtures and other personal property from the Facilities at Cowboys' own expense and without damage to the Facilities. If Cowboys fails to remove this property on or before the Training Camp Window, City may remove this property to a public warehouse for deposit or retain the property in City's own possession and sell the property at public auction. The proceeds of which shall be applied first to the expenses of removal, storage and sale, and second, to any sums owed by Cowboys to City, with any balance remaining to be paid to Cowboys. If the expenses of this removal, storage, and sale shall exceed the proceeds of sale, then Cowboys shall pay this amount to City upon demand.

c. No agreement of surrender or acceptance of surrender of possession of the Facilities shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of City and Cowboys. Except as expressly provided in this Paragraph, neither the doing of, nor omission of, any action or thing, by any of the officers, agents, or employees of City shall be deemed an acceptance of surrender of possession of the Facilities.

29. **TIME OF ESSENCE.** City and Cowboys agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

30. **COVENANTS AND CONDITIONS.** City and Cowboys agree that each term and each provision of this Agreement to be performed by City and Cowboys shall be construed to be both a covenant and a condition.

31. **GOVERNING LAW.** City and Cowboys agree that the construction and interpretation of this Agreement and the rights and duties of City and Cowboys hereunder shall be governed by the laws of the State of California.

32. **COMPLIANCE WITH LAWS.** Cowboys agree to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to this Agreement and during all operations of the Facilities conducted by Cowboys.

33. **SEVERABILITY.** City and Cowboys agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

34. **WAIVER.** City and Cowboys agree that no waiver of a breach of any provision of this Agreement by City or Cowboys shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of City or Cowboys to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

35. **COUNTERPARTS.** City and Cowboys agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

36. **AUTHORITY TO EXECUTE.**

a. City acknowledges that the person executing this Agreement on behalf of City has been duly authorized by City Council to do so on behalf of City.

b. Cowboys acknowledge that the person executing this Agreement has been duly authorized by Cowboys to so on behalf of Cowboys.

37. **NOTICES.**

a. Any notices to Cowboys may be delivered personally or by mail addressed to Pro Silver Star, Ltd., Attention: John Hickman, One Cowboys Center, Irving, Texas 75063 with a copy to General Counsel.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Manager's Office, 300 West Third Street, Oxnard, California 93030, Attention: Edmund F. Sotelo.

38. **AMENDMENT.** City and Cowboys agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by Manager and Cowboys.

39. **ENTIRE AGREEMENT.** City and Cowboys agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

PRO SILVER STAR LTD., on behalf of the
DALLAS COWBOYS

Dr. Thomas E. Holden, Mayor

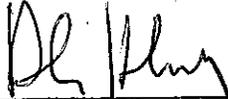
By: 

Alec Scheiner
its: Assistant Secretary

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



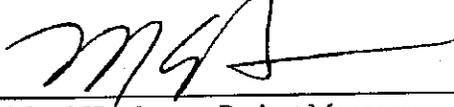
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Edmund F. Sotelo, City Manager

APPROVED AS TO CONTENT:



Michael Henderson, Project Manager

APPROVED AS TO AMOUNT:



Edmund F. Sotelo, City Manager

Exhibit A
LIST OF ITEMS AND RESPONSIBILITIES

A. City Items:

1. Provide two (2) sixty-foot high scissor lifts at the Fields.
2. Ensure all doors are securely closed and locked as needed.

B. Cowboys Items:

1. Provide and install trailers and portable buildings and pay for custodial service for such buildings.
2. Provide and install a forty-foot high scaffolding tower at the Fields, if needed by Cowboys.
3. Provide by purchase or service contract two (2) industrial washers, capable of washing fifty pounds of laundry, and two industrial dryers, capable of drying seventy-five pounds of laundry, if needed by Cowboys.

Exhibit B – Insurance Coverages



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BJ

DATE (MM/DD/YYYY)

11/04/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Insurance Consultants P. O. Box 2690 Fort Smith, AR 72902 Brenda S Altman CPCU CIC	479-783-7005	CONTACT NAME: Brenda S. Altman, CPCU, CIC	
	479-783-8179	PHONE (A/C, No, Ext): 479-783-7005 FAX (A/C, No): 479-783-8179	
E-MAIL ADDRESS: baltman@bicinsurance.com			
PRODUCER CUSTOMER ID #: DALLA-4			
INSURED Dallas Cowboy Football Club Limited; Pro Silver Star LTD Its affiliates, subsidiaries & related companies 1 Cowboy Parkway Irving, TX 75063	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		002084
	INSURER B: Great Divide Insurance Company		25224
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		79960051	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ NotCovered
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY	X		73568593	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		79960053	07/01/11	07/01/12	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	WCA1005250	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City, its City Council, officers, employees and volunteers and AIC Devco LLC, Blackacre Casden Devco, LLC and their members, affiliates, and representatives are named additional insured & certificate holder under the insured's General Liability, Auto Liability, Employers Liability, Excess Liability and Property (see note pad additional description of operations)

CERTIFICATE HOLDER CASDENO City of Oxnard Attn Risk Manager Reference No: 300 W Third Street, Suite 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Brenda Altman</i>

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NOTEPAD:

HOLDER CODE **CASDENO**
INSURED'S NAME **Dallas Cowboy Football Club**

DALLA-4
OP ID: **BJ**

PAGE **2**
DATE **11/04/11**

Continuation of Description of Operations for Certificate of Insurance dated 11/04/11 for Policy Number 79960051, 73568593, 79960053 with Federal Insurance Company and WCA1005250 for Dallas Cowboys Football Club, LTD with Great Divide Insurance Company:

General Liability and Umbrella Liability policy referenced above for the use of and access by the insured, its invitees, guests, patrons, customers, contractors, employees and licensees and to conduct the insured's event on, and in connection with the insured's license of, the Certificate Holder's property located at the intersection of Vineyard Avenue and Ventura Road in the City of Oxnard, the State of California (APN No.179-0-040-175).

AIC Devco LLC, Blackacre Casden Devco, LLC are named additional insured under the insured's General Liability and Umbrella Liability policy referenced above for the use of and access by the insured, its invitees, guests, patrons, customers, contractors employees and licensees and to conduct the insured's event on and in connection with the insured's license of the, the Certificate Holder's property located at the intersection of Vineyard Avenue and Ventura Road in the City of Oxnard the State of California (APN Nos.179-0-040-170, 179-0-040-180, 179-0-040-585 179-0-040-825.)



Liability Insurance

Endorsement

Policy Period JULY 1, 2011 TO JULY 1, 2012
Effective Date JULY 1, 2011
Policy Number 7996-00-51
Insured DALLAS COWBOYS FOOTBALL CLUB LTD

Name of Company FEDERAL INSURANCE COMPANY

Date Issued SEPTEMBER 20, 2011

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Designated Person Or Organization

Any person or organization designated below is an **insured**; but they are **insureds** only with respect to liability arising out of your operations or premises owned by or rented to you.

Designated Person Or Organization

AS REQUIRED BY WRITTEN CONTRACT

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance

Endorsement

Policy Period JULY 1, 2011 TO JULY 1, 2012
Effective Date JULY 1, 2011
Policy Number 7996-00-51
Insured DALLAS COWBOYS FOOTBALL CLUB LTD

Name of Company FEDERAL INSURANCE COMPANY

Date Issued SEPTEMBER 20, 2011

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, General Aggregate Limit, the following provision is added:

Limits Of Insurance

*General Aggregate Limit
Per Location*

The General Aggregate Limit applies separately to each of your **locations** owned by or rented to you.