

LICENSE AGREEMENT

This License Agreement ("Agreement") is dated September 24, 2024 and is between Fresno County Disc Golf, a private non-profit corporation ("Licensee") and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. WHEREAS, County and Licensee mutually desire that Licensee construct, install, and maintain an 18-hole disc golf course at County's Lost Lake Park, located at 16385 N. Friant Road, Friant, California 93626 (the "Project"), and maintain two existing disc golf courses at County's Kearney Park, located at 6725 W. Kearney Boulevard, Fresno, California 93706; and

B. WHEREAS, the County requires the Project and the maintenance of the three disc golf courses to be financed by private funds raised and provided by Licensee at no cost to County; and

C. WHEREAS, Licensee shall contribute funds to a trust fund ("Trust Fund", and County will use the funds in the Trust Fund to reasonably maintain all of the disc golf equipment and infrastructure under and during the term of this Agreement; and

D. WHEREAS, County recognizes the potential health and recreational benefits to be derived by the public under this Agreement and that it will benefit the residents of Fresno County.

E. NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained,

The parties therefore agree as follows:

Article 1**Licensee's Services**

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

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

1 the next one-year extension period. The Director of Public Works and Planning or his or her
2 designee is authorized to sign the written approval on behalf of the County based on the
3 Licensee's satisfactory performance. The extension of this Agreement by the County is not a
4 waiver or compromise of any default or breach of this Agreement by the Licensee existing at the
5 time of the extension whether or not known to the County.

6 **Article 5**

7 **Notices**

8 5.1 **Contact Information.** The persons and their addresses having authority to give and
9 receive notices provided for or permitted under this Agreement include the following:

10 **For the County:**
11 Resources Manager
12 County of Fresno
13 2220 Tulare St. 6th Floor
14 Fresno, CA 93721
15 c/o County Parks
16 pwpbusinessoffice@fresnocountyca.gov

17 **For the Licensee:**
18 President
19 Jeffrey Castle
20 10201 N. Rowell
21 Fresno, CA 93730
22 discs@fresnoflightcenter.com

23 5.2 **Change of Contact Information.** Either party may change the information in section
24 5.1 by giving notice as provided in section 5.3.

25 5.3 **Method of Delivery.** Each notice between the County and the Licensee provided for
26 or permitted under this Agreement must be in writing, state that it is a notice provided under this
27 Agreement, and be delivered either by personal service, by first-class United States mail, by an
28 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
Document Format (PDF) document attached to an email.

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

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

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

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

10 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
11 nothing in this Agreement establishes, waives, or modifies any claims presentation
12 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
13 of Title 1 of the Government Code, beginning with section 810).

14 **Article 6**

15 **Termination and Suspension**

16 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
17 contingent on the approval of funds by the appropriating government agency. If sufficient funds
18 are not allocated, then the County, upon at least 30 days' advance written notice to the
19 Licensee, may:

- 20 (A) Modify the services provided by the Licensee under this Agreement; or
21 (B) Terminate this Agreement.

22 **6.2 Termination for Breach.**

23 (A) Upon determining that a breach (as defined in paragraph (C) below) has
24 occurred, the County may give written notice of the breach to the Licensee. The written
25 notice may suspend performance under this Agreement, and must provide at least 30
26 days for the Licensee to cure the breach.

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

1 (C) For purposes of this section, a breach occurs when, in the determination of the
2 County, the Licensee has:

- 3 (1) Obtained or used funds illegally or improperly;
- 4 (2) Failed to comply with any part of this Agreement;
- 5 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 6 (4) Improperly performed any of its obligations under this Agreement.

7 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
8 County may terminate this Agreement by giving at least 30 days advance written notice to the
9 Licensee.

10 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
11 under this Article 6 is without penalty to or further obligation of the County.

12 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
13 6, the County may demand repayment by the Licensee of any monies disbursed to the Licensee
14 under this Agreement that, in the County's sole judgment, were not expended in compliance
15 with this Agreement. The Licensee shall promptly refund all such monies upon demand. This
16 section survives the termination of this Agreement.

17 **Article 7**

18 **Independent Contractor**

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

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

26 **7.3 Benefits.** Because of its status as an independent Licensee, the Licensee has no
27 right to employment rights or benefits available to County employees. The Licensee is solely
28 responsible for providing to its own employees all employee benefits required by law. The

1 Licensee shall save the County harmless from all matters relating to the payment of Licensee's
2 employees, including compliance with Social Security withholding and all related regulations.

3 7.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Licensee may provide services to others unrelated to the County.

5 **Article 8**

6 **Indemnity and Defense**

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

14 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

15 **Article 9**

16 **Insurance**

17 9.1 The Licensee shall comply with all the insurance requirements in Exhibit D to this
18 Agreement.

19 **Article 10**

20 **Inspections, Audits, and Public Records**

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

27 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
28 Agreement exceeds \$10,000, the Licensee is subject to the examination and audit of the

1 California State Auditor, as provided in Government Code section 8546.7, for a period of three
2 years after final payment under this Agreement. This section survives the termination of this
3 Agreement.

4 **10.3 Public Records.** The County is not limited in any manner with respect to its public
5 disclosure of this Agreement or any record or data that the Licensee may provide to the County.
6 The County's public disclosure of this Agreement or any record or data that the Licensee may
7 provide to the County may include but is not limited to the following:

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

11 (B) The County may voluntarily, or upon request by any member of the public or
12 governmental agency, disclose to the public or such governmental agency any record or
13 data that the Licensee may provide to the County, unless such disclosure is prohibited
14 by court order.

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

18 (D) This Agreement, and any record or data that the Licensee may provide to the
19 County, is subject to public disclosure as a public record under the California Public
20 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
21 with section 7920.200) ("CPRA").

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

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

3 **10.4 Public Records Act Requests.** If the County receives a written or oral request
4 under the CPRA to publicly disclose any record that is in the Licensee's possession or control,
5 and which the County has a right, under any provision of this Agreement or applicable law, to
6 possess or control, then the County may demand, in writing, that the Licensee deliver to the
7 County, for purposes of public disclosure, the requested records that may be in the possession
8 or control of the Licensee. Within five business days after the County's demand, the Licensee
9 shall (a) deliver to the County all of the requested records that are in the Licensee's possession
10 or control, together with a written statement that the Licensee, after conducting a diligent
11 search, has produced all requested records that are in the Licensee's possession or control, or
12 (b) provide to the County a written statement that the Licensee, after conducting a diligent
13 search, does not possess or control any of the requested records. The Licensee shall cooperate
14 with the County with respect to any County demand for such records. If the Licensee wishes to
15 assert that any specific record or data is exempt from disclosure under the CPRA or other
16 applicable law, it must deliver the record or data to the County and assert the exemption by
17 citation to specific legal authority within the written statement that it provides to the County
18 under this section. The Licensee's assertion of any exemption from disclosure is not binding on
19 the County, but the County will give at least 10 days' advance written notice to the Licensee
20 before disclosing any record subject to the Licensee's assertion of exemption from disclosure.
21 The Licensee shall indemnify the County for any court-ordered award of costs or attorney's fees
22 under the CPRA that results from the Licensee's delay, claim of exemption, failure to produce
23 any such records, or failure to cooperate with the County with respect to any County demand for
24 any such records.

25 **Article 11**

26 **Disclosure of Self-Dealing Transactions**

27 **11.1 Applicability.** This Article 11 applies if the Licensee is operating as a corporation, or
28 changes its status to operate as a corporation.

1 12.8 **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 12.9 **Nondiscrimination.** During the performance of this Agreement, the Licensee shall
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
11 all applicable State of California and federal statutes and regulation.

12 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
13 of the Licensee under this Agreement on any one or more occasions is not a waiver of
14 performance of any continuing or other obligation of the Licensee and does not prohibit
15 enforcement by the County of any obligation on any other occasion.

16 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between the Licensee and the County with respect to the subject matter of this Agreement, and
18 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
19 publications, and understandings of any nature unless those things are expressly included in
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
23 exhibits.

24 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 12.13 **Authorized Signature.** The Licensee represents and warrants to the County that:

27 (A) The Licensee is duly authorized and empowered to sign and perform its
28 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Licensee is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Licensee to the terms of this Agreement.

4 **12.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

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

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

26 **12.15 Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

28 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

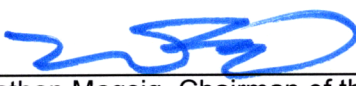
Fresno County Disc Golf



Jeffrey Castle, President


10201 N. Rowell
Fresno, CA 93703

COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

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

By: 

Deputy

Exhibit A

Scope of Services

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- I. Obligation of Licensee
 - A. Licensee, at its sole cost, shall construct the Project in an area of Lost Lake Park that is currently under-utilized by the public at Lost Lake Park, as approved by County and as depicted on Exhibit B, attached and incorporated by reference. The equipment and infrastructure to be constructed and installed by Licensee shall as also be described in Exhibit B.
 - B. To ensure there are adequate and available funds to maintain the Project and the other two existing courses at Kearney Park for their useful life, Licensee shall make annual contributions of not less than six hundred dollars (\$600) to the established trust fund, these funds shall be used by County for the County's performance of its maintenance obligations under Section 2.3 during the term of this Agreement.
- II. Construction/Completion of Project
 - A. Licensee warrants that its construction of the Project shall not unreasonably interfere with the public's use and enjoyment of the areas of Lost Lake Park outside of the Project area or disrupt the County's operations at Lost Lake Park.
 - B. The Parties intend and agree that upon completion of the Project, the Project shall become the property of the County, which gift of such property shall be subject to formal acceptance by County via a Resolution adopted by the Fresno County Board of Supervisors.
 - C. If the Agreement is terminated at any time prior to the completion of the Project, FCDG shall restore the project areas to its original condition, at FCDG's sole expense, regardless of the reason for termination of the Agreement.
- III. Use of Disc Golf Courses
 - A. Licensee acknowledges that the users of the disc golf courses Kearney Park and Lost Lake Park remain subject to any and all County rules and regulations for the use of County parks, as well as vehicle entrance fees.

Exhibit A

1 B. Licensee agrees that its use and its members' use of County parks is non-
2 exclusive and may not create any interference with other County park users,
3 unless Licensee has exclusive use of a County park subject to the County
4 permitting process.

5 C. Licensee and its members shall always conduct their disc golf activities in a safe
6 and orderly manner.

7 D. Licensee agrees that County may prohibit the use of any disc golf course at any
8 time.

9 E. Licensee may host scheduled disc golf tournaments only if agreed to by County.

10 F. Notwithstanding anything to the contrary in this Agreement, the County, upon
11 direction by its Board of Supervisors, may direct the immediate removal of the
12 Project or the other disc golf courses, located at Kearney Park. If any funds
13 remain in the Trust Fund upon such removal, such funds shall be refunded to
14 Licensee, provided however, if Licensee is no longer in existence at that time, the
15 funds shall revert to the County. This Section III(F) shall survive the termination
16 of the Agreement.

17 IV. Maintenance, Repairs and Development:

18 A. Licensee acknowledges it is allowed to perform general maintenance, repairs,
19 and continued development of the courses with prior approval from the County.

20 This scope of work may include but not be limited to:

21 (1) Litter abatement;

22 (2) Irrigation;

23 (3) Tree planting;

24 (4) Adjusting basket configuration;

25 (5) Service, repair, and replacement of course baskets, signage, and equipment.
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LOST LAKE Edge of the World DISC GOLF COURSE

20 Holes
Riverside
Layout



EXHIBIT B

Lost Lake Recreation Area + County of Fresno

16385 N. Friant Road, Friant, CA 93626

Proposed course may be subject to change

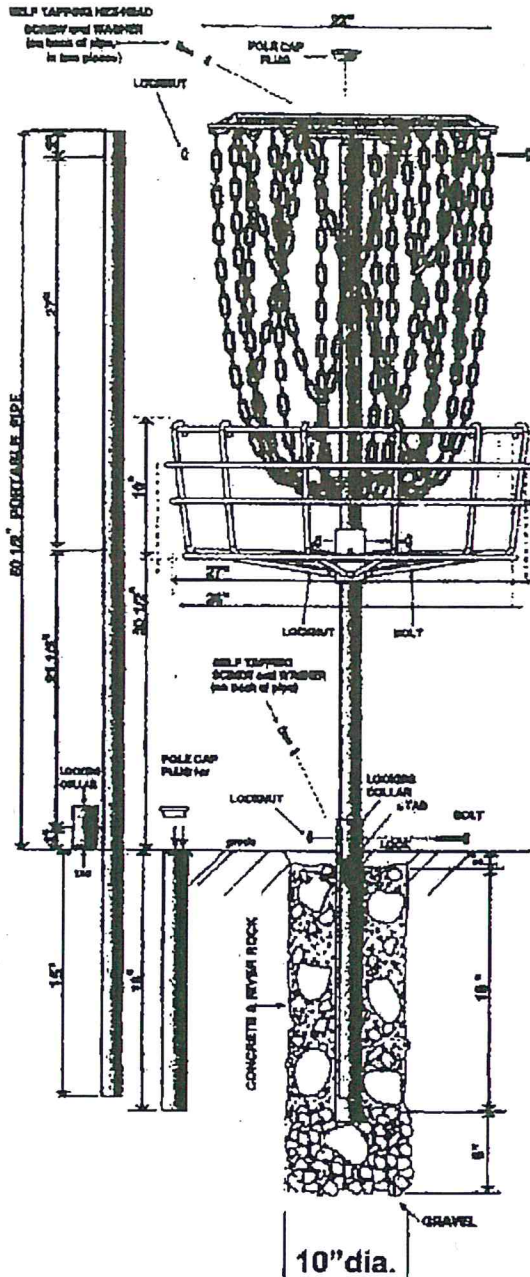
9 miles Northeast of Woodward Park 26.23



Exhibit "B"

DGA Mach X™ Permanent Disc Golf Basket Specification Sheet

The Mach X Disc Golf Basket is the ultimate professional level target and sets the standard for top tier disc golf tournaments.



POLE (66 in.) - 1 1/2 in. I.D., 1 15/16 in. O.D. hot-dipped galvanized pipe, drilled.

POLES - The holes closest to one end of the pole are for the Chain Assembly. This end should also have a red Pole Cap Plug. The middle set of holes are for the Basket Assembly. The bottom set of holes are for the Locking Collar (Deluxe Disc Pole Hole model only).

CHAIN ASSEMBLY - Welded and hot-dipped galvanized. 16 outer sliding links and strands chains, 8 midway reflex chains, 16 X-pattern inner chains. All 40 chains assembled with heavy duty stainless steel "S" hooks to allow freer movement of chains. 6" Sleeve - Bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

CHAIN ASSEMBLY INSTRUCTIONS - Slide Chain Assembly, (ring first), down pole. Align holes in collar with holes at top of pole. Fasten with bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

TRAPPER BASKET 2 ASSEMBLY - 1/2 inch steel rod, welded and hot-dipped galvanized. 6" Sleeve - bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

TRAPPER BASKET 2 ASSEMBLY INSTRUCTIONS - Slide Basket Assembly down pole, (basket facing up), until holes in collar align with holes in middle of pole. Fasten with bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

LOCKING COLLAR - Welded and hot-dipped galvanized. 4" Collar - 2 1/8" Tubing. Bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer.

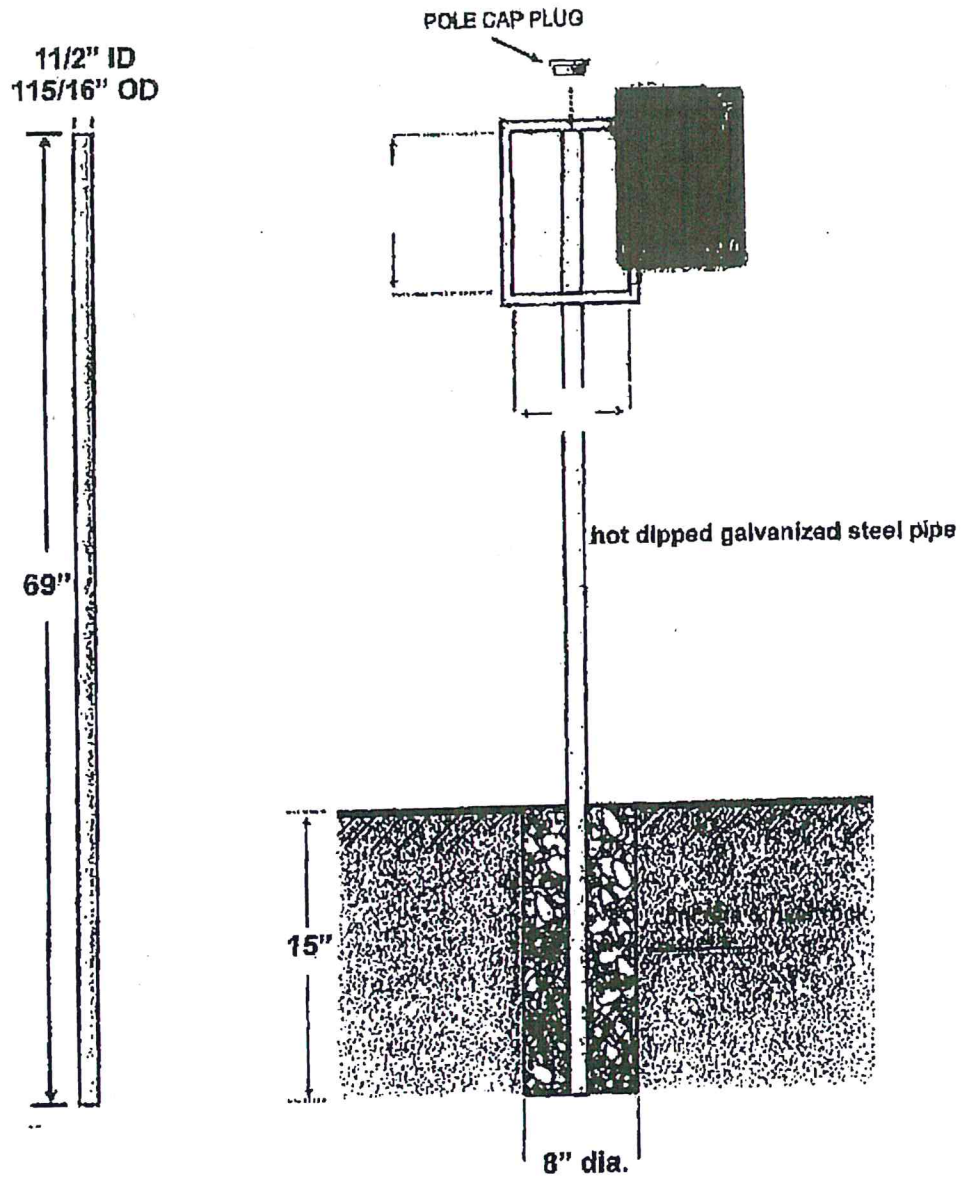
LOCKING COLLAR ASSEMBLY INSTRUCTIONS - Slide the locking collar, with the locking tab at the bottom of collar, up pole to bottom set of holes. Align holes in locking collar with holes in pole and fasten with bolt, hex head nut and nylon insert locknut, hex head tec screw, internal tooth star lock washer. After the locking collar is fastened, the pole can be placed in anchor to complete installation.

*Note: The LOCKING TAB should always be pointing at the tee.

ANCHOR - 18 in. x 2 1/8 in. O.D. pipe, drilled. Install flush to ground with matching Locking Tab aiming at the tee.

CONCRETE & RIVER ROCK (Used to stabilize Anchor until cement sets) - Approximately 1 cubic foot (concrete, river rock and lock not furnished)

Exhibit "B"



POLE – 69" x 1 1/2" ID / 1 15/16" OD hot dipped galvanized.

CONCRETE – Approx. 1 cubic foot.

River Rock – Used to stabilize pole until concrete sets.

Lost Lake Recreation Area Disc Golf Course Proposal

Fresno County Disc Golf (FCDG -- a 501c3 organization) submits the following proposal for a disc golf course in Lost Lake Recreation Area (Lost Lake) to the County of Fresno Department of Parks and Recreation.

1. PROJECT DESCRIPTION:

FCDG is proposing the installation of a disc golf course at Lost Lake. Total cost of the project is estimated at about \$20,000. FCDG to provide funding, materials, and installation labor.

Rationale:

There are now more than 9,000 disc golf courses in the United States -- nearly all installed by city and county parks departments. They have found that there are few recreational activities that offer the high benefit-to-cost ratio of disc golf. Disc golf has relatively low capital and maintenance costs compared with other recreational installations, is environmentally sound, is played year-round in all climates and is enjoyed immediately even by beginners of all ages.

The installation of a disc golf course would be consistent with the goals for Lost Lake, one of which is to provide recreational opportunities for the residents of Fresno County. Disc golf is a way to meet recreational needs and offer opportunities for increased use and awareness of the park and what it has to offer.

What is Disc Golf?

Disc Golf is played much like traditional golf. Instead of hitting a ball into a hole, you throw a more streamlined looking Frisbee® type disc into a supported metal basket. The goal is the same: to complete the course in the fewest number of shots. A golf disc is thrown from a tee area to each basket, which is the "hole." As players progress down the fairway, they must make each consecutive shot from the spot where the previous throw has landed. The trees, shrubs and terrain changes in and around the fairways provide welcome and challenging obstacles for the golfer. Finally, the "putt" lands in the basket and the hole is completed.

Who can play?

The simple answer is that everyone can. In studies measuring participation in recreational activities, "throwing a Frisbee" has consistently been a top-ten activity. A disc golf course serves a broader portion of the community than many narrower interest activities with higher cost, skill or fitness levels required to even begin to play. Men and women, young and old, families with small children -- all can play disc golf. Because

disc golf is so easy to understand and enjoy, no one is excluded. Players merely match their pace to their capabilities and proceed from there.

How much does it cost to play?

Many courses are in city, county, or regional parks where citizens play free. Most private and several public facilities will charge up to \$5 per day to play or earn passive income from annual passes and/or fees to enter the park. The equipment itself is quite inexpensive – discs designed for golf sell for \$8-\$15 each and only one is needed to get started.

What Kind of Construction Would Be Planned for Lost Lake?

The installation of an 18-hole disc golf course at Lost Lake would include the installation of concrete tee pads, tee signs, course sign, and baskets. No foliage would need to be planted or removed.

Tees: Each hole would have one tee. The tees would be made of concrete. Concrete tees 4" thick measuring approximately 6' x12' would be built flush with the ground. Having the tee pads flush to the ground will eliminate any need for special mowing or edging around the pads.

Baskets: Each playable hole would have a basket mounted on a pipe that slides inside an anchor pipe that gets cemented into a hole measuring approximately 8" in diameter and 18-24" deep. The basket pipe and anchor pipe each have collar tabs that line up and are securely locked with a padlock. Each hole would have 2 additional anchors installed so that the basket could be moved to different anchor locations periodically to reduce soil compacting and erosion, plus add some variety for players -- like moving holes around on a golf green. We estimate that approximately 55 anchors holes would be installed.

Signs: Tee signs are very important to help first time users find their way through the course. Each hole would have a sign indicating the number, length, recommended flight path and par. In addition, an overall course sign showing course layout, rules and a bulletin board would be installed. The signs can be constructed with a variety of materials lending a natural appearance to fit in with the surrounding area.

What maintenance is required on a disc golf course at Lost Lake?

After installation, the maintenance needs for a disc golf course are relatively simple and essentially the same as general park maintenance. The targets are made of welded steel anchored in concrete and need no regular maintenance. In the unlikely event that one of the targets is damaged beyond repair or stolen, they can be replaced for around \$500. Much of the area of the proposed course is underutilized and not highly maintained. Under the proper supervision of the Lost Lake staff, FCDC volunteers would be eager to

undertake an initial cleanup of these areas and then maintain them as trash-free zones. With 3 anchor placements per hole, wear and tear on any one area is negligible.

How much land is needed?

The proposed 18-hole course encompasses approximately 48 acres. A significant advantage of disc golf is its ability to utilize areas that are not very desirable. In addition, a disc golf course need not be an exclusive use area -- it can co-exist amicably with other active and passive recreation uses such as hiking, dog-walking, etc.

2. HOW DOES THE PROJECT BENEFIT THE COMMUNITY:

The installation of a disc golf course in Lost Lake would benefit the surrounding community by increasing and enhancing recreational opportunities, park safety, cleanliness, and its conservation goals.

Recreational Needs: A disc golf course would provide an inexpensive form of recreation for people of all age and skill levels and would be a valuable addition to the recreational facilities at Lost Lake.

Safety: A disc golf course at Lost Lake would increase foot traffic in the Park at random times during the day and steadily during evenings and weekends. The influx of purposeful visitors would discourage the presence of individuals who are only in the park to cause mischief and perhaps engage in crime. It has been shown that the installation of a disc golf course has led to significant decreases in vandalism and litter as users have a stake in keeping the course and surrounding area clean and well kept.

Conservation: Disc golf can be an environment-friendly sport. Unlike traditional golf, a disc golf course may not require trees to be removed, grass mowed and watered daily, plants removed, or non-native species planted. This course is designed to fit into the existing flora of the area. The impact of a disc golf course on the surrounding area is minimal. Each hole has multiple pin placements, ensuring that no one area gets constant foot traffic (this has the added benefit of providing new challenges to players). In addition, disc golfers overall tend to take great pride in where they play, helping reduce potential litter on the course

Economics: A deluxe 18-hole disc golf course with tees, professional signs and baskets can be purchased and installed for about \$20,000, less than the cost of a single tennis or basketball court. An 18-hole course can serve more than 100 people at any time, compared with a tennis court (4 maximum) or basketball court (10 maximum). The cumulative square footage of 18 x 60 sq. ft. hard surface tee pads is also less than either a basketball or tennis court.

3. COMMUNITY SUPPORT FOR PROJECT:

FCDG and other disc golf suppliers are interested in occasionally selling disc golf supplies at the park. A portion of each sale would be given to FCDG to promote disc golf and improve and maintain local courses including Kearney Park and Lost Lake.

4. REVENUE:

Park admission revenue will increase with the influx of disc golfers. The success of the 2 courses currently installed by FCDG at Kearney Park has shown significant increased parking revenue through the sales of annual passes and day use revenue.

Events at the park can also bring in more revenue. We plan on having small events, Monday holiday tournaments, Ace Races, monthlies, and weekly doubles as well as bringing Professional Disc Golf Association events to the park. In the summer and in the fall-winter there are two tournament series that are in the valley. Fresno is already part of the Cen-Cal Series and the Central Valley Series. These events are outgrowing the Woodward Park location where they both sell out annually bringing up to 105 players to the course for the tournaments. We are looking at the course at Lost Lake as an opportunity to expand the field and continue to grow these tournaments. These tournaments will not only bring revenue to the park but will support the entire community as players use hotel rooms, purchase food, buy gas for their vehicles, and in other ways spend their money as they enjoy their time in Fresno County. It is estimated that the Professional Disc Golf Association A-tier tournament that happens every Labor Day weekend in Visalia brings in about \$30,000 outside dollars into their community each year.

5. SALES:

A. Souvenirs and Apparel: The CONTRACTOR shall have the right to sell official Event souvenirs and apparel on-site of the Property and to retain one hundred percent (100%) of such revenue.

B. Food, Drinks and Merchandise: The CONTRACTOR or its Concessionaire (s) may sell food, drinks and merchandise on site of the Property and shall retain One Hundred Percent (100%) of such revenue. Alcohol sales shall be permitted at the Event, conditioned on compliance with all applicable laws and regulations, specifically including the responsibility of CONTRACTOR or its

concessionaire(s) to obtain all necessary licenses for such sales as required by the Alcoholic Beverage Control Board.

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

Summary:

FCDG was formed to promote the sport of disc golf in our community. Disc golf is an environmentally and socially beneficial sport that is challenging and rewarding for people of all ages and backgrounds. We look forward to a mutually supported course at Lost Lake that is installed with little to no risk for the county and that will provide recreation for a growing number of disc golfers as well as an additional revenue stream for the County.

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

(1) Company Board Member Information:

Name:		Date:	
Job Title:			

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

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(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)

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(5) Authorized Signature

Signature:		Date:	
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Exhibit D

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Licensee shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Licensee's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Licensee signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Licensee shall deliver, or cause its broker or producer to deliver, to the Department of Public Works and Planning - Resources Division, Park & Grounds, at 2220 Tulare Street, 6th Floor, Fresno, California 93721, or parks@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Licensee has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

Exhibit D

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Licensee's policy.

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

Exhibit D

insurance requirements provided in this Agreement. This paragraph does not authorize the Licensee to provide services under this Agreement using subcontractors.