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July 2, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: LA28 Olympic Torch Relay Host City Agreement for Potential Selection and corresponding MOU with Fargo-Moorhead Visitors and Convention Bureau

Dear Commissioners:

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("LA28") approached and solicited both the City and the Fargo-Moorhead Convention & Visitors Bureau ("CVB") regarding the City's potential participation in the 2028 Olympic Torch Relay. As part of LA28's evaluation process, LA28 requested execution of the enclosed Torch Relay Agreement as the next step in its evaluation of Fargo as a potential host community.

Approval of the enclosed agreement does not mean Fargo has been selected to host a Torch Relay event. Rather, execution of the agreement is a prerequisite for LA28 to continue considering Fargo as a potential host community. LA28 has advised that final host community selections are expected to occur in 2027. If Fargo is not selected, the agreement will have no further practical effect.

If the City is ultimately selected, however, the agreement will become effective and will establish the City's responsibilities for planning and supporting the Torch Relay within the community. Those responsibilities include coordinating with LA28, establishing a local Community Task Force, providing governmental services customarily associated with a major public event—including public safety, traffic management, sanitation, , and other municipal services—and assisting with planning and operational coordination necessary for the event.

In anticipation of the City's potential selection, City staff have worked closely with the CVB since they were first approached regarding the opportunity. Together, the parties have developed a separate Memorandum of Understanding allocating responsibilities in a manner that allows the City to focus on its core governmental functions while leveraging the CVB's expertise in marketing, event planning, community engagement, and hospitality. Under the proposed MOU, the City would be responsible for governmental functions associated with the event, while the CVB would lead fundraising efforts, coordinate community planning, marketing, hospitality, and volunteer recruitment, and provide financial support to cover event costs to the extent fundraising efforts are insufficient. The MOU reflects a collaborative partnership designed to minimize the City's financial exposure while also ensuring the event is supported by an organization positioned to coordinate its successful execution.

SUGGESTED MOTION:

I move to approve the enclosed LA28 Torch Relay Agreement and the corresponding Memorandum of Understanding with the Fargo-Moorhead Convention & Visitors Bureau.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ian McLean", with a long, sweeping horizontal stroke extending to the right.

Ian R. McLean
City Attorney



TORCH RELAY

Invitation Letter & Agreement



South Park Center
1150 S Olive St. Suite 700
Los Angeles, CA 90015

April 23, 2026

Tim Mahoney
Mayor - City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Olympic Torch Relay

Dear Mayor Mahoney,

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) greatly appreciates your interest in hosting the Olympic Torch Relay in Fargo North Dakota as part of the 2028 Olympic Games. For the first time in history the Olympic Flame will make its way across all fifty states, showcasing the cultural and civic diversity that makes our nation unique, before arriving in Los Angeles at the Opening Ceremony on July 14, 2028.

Few traditions reflect the spirit and heritage of the Olympic Games as profoundly as the Flame's journey. Starting from Olympia, Greece, the Torch Relay will be planned in close collaboration between LA28 and each participating city. While LA28 will lead the overall delivery of the Relay, its success will rely on key support services from the City of Fargo to ensure a safe and seamless passage through your community. Enclosed is the Torch Relay Agreement, which outlines the primary areas where LA28 will need the City's partnership to deliver this historic event.

It is critical that the route and the City of Fargo's involvement remain strictly confidential until LA28 issues the official public announcement. Upon receipt of the executed Torch Relay Agreement, LA28 will provide additional information to support the City of Fargo prior to the public announcement of its participation in the Relay.

The 2028 Olympic Torch Relay will create a meaningful legacy in your city and offer your community a unique opportunity to participate in the 2028 Games. This year, I had the incredible and unforgettable honor of participating in the Milano-Cortina 2026 Winter Olympic Torch Relay. The torch is a powerful global symbol of unity across nations, and we have an opportunity to make history as we carry that same spirit and energy across our country. Together, we will ensure the 2028 Olympic & Paralympic Games reflect the heart and soul of America. We hope that the City of Fargo will join us in this momentous event, and we look forward to working alongside you to shine a global spotlight on your community.

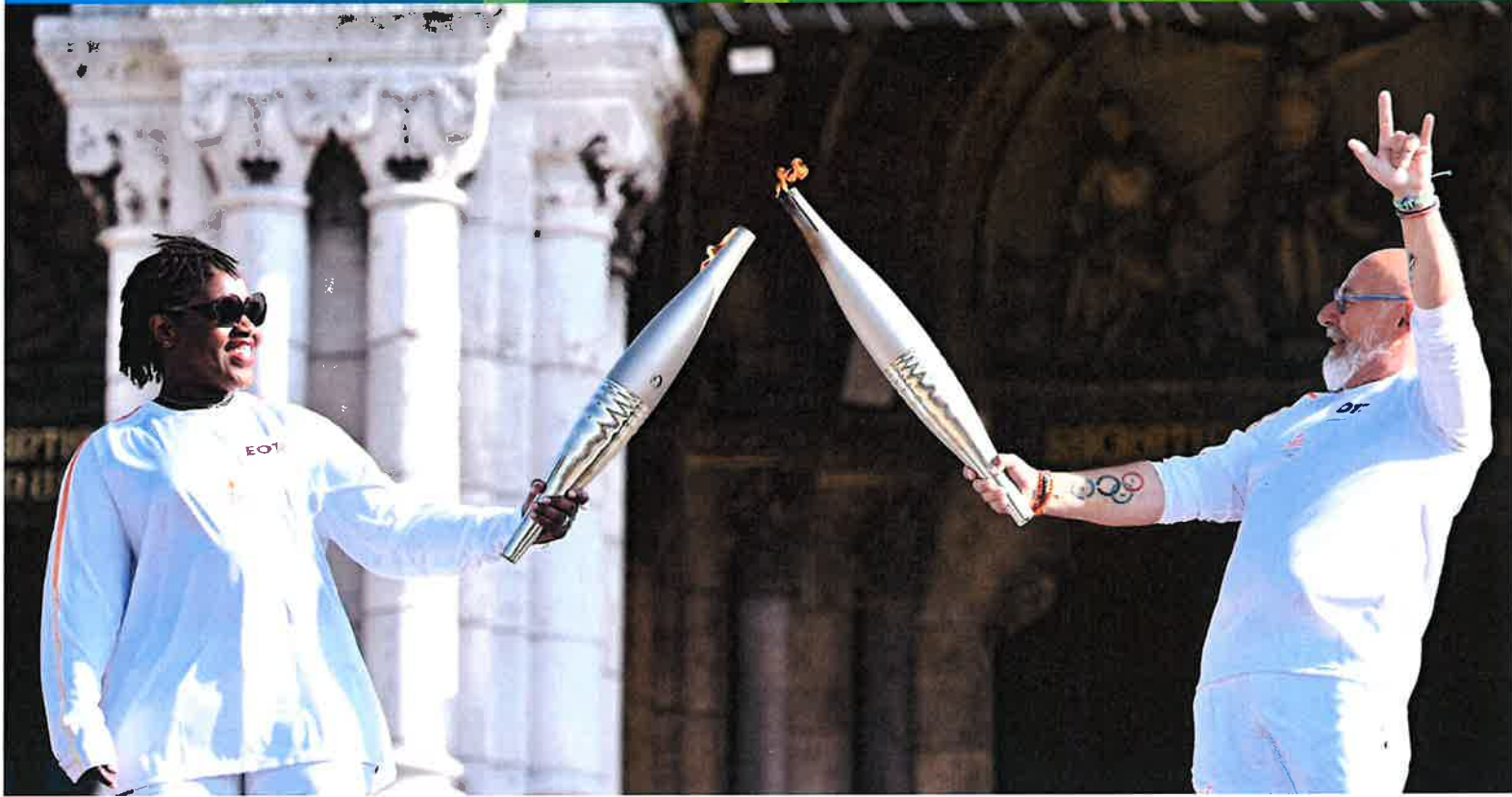
Sincerely,

A handwritten signature in cursive script that reads 'Reynold N. Hoover'.

Chief Executive Officer
Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028

Enclosures: Torch Relay Agreement

CONFIDENTIAL



TORCH RELAY AGREEMENT

This Torch Relay Agreement (the "Agreement") is entered as of the date of the last signature set forth below between the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") and the City of Fargo ("City"). Collectively, these entities shall be known herein as the "Parties" or individually as a "Party." Capitalized terms used in this Agreement have the meanings set forth in Addendum C ("Definitions").

I. REQUIREMENTS

1. Roles of the Parties.

1.1 LA28's Role. LA28 has the overall responsibility for staging the Relay within the City Jurisdiction with the principal objectives of: (i) showcasing the City, community, and surrounding region whenever possible, and (ii) promoting the Games and the Olympic Movement.

1.2 City's Role. The City agrees to provide planning, advisory and operational support services, without any charge to LA28 or Associated Parties, that include, but is not limited to: (i) assisting LA28 with the staging of the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction; and (ii) ensuring that no other major events are staged in the City Jurisdiction on the day of the Relay. The City's rights and responsibilities in relation to the Relay within the City Jurisdiction are as set forth in this Agreement. The City will carry out such responsibilities as are applicable to the City and will, through its membership and representation on the Community Task Force, cause the Community Task Force to carry out such responsibilities as are assigned to the Community Task Force.

The City acknowledges that, LA28 possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.



The City hereby appoints the following individuals to act as the principal and secondary points of contact and liaisons between LA28, on the one hand, and the City and Community Task Force, on the other:

City's Primary Contact:

Name: Timothy Mahoney
 Title: Mayor of Fargo
 Address: 225 4th Street North
7012411310
 Telephone: _____
 E-mail: tmahoney@fargond.gov

City's Secondary Contact:

Name: Scott Anderson
 Title: Communications Director
 Address: 225 4th Street North
7015158288
 Telephone: _____
 E-mail: ScottDAnderson@fargond.gov

1.3 Community Task Force Establishment and Management. In coordination with LA28, the City shall establish a Community Task Force, composed of City's relevant stakeholders. The Community Task Force plans and coordinates all aspects of the City's participation in the Relay and assists and advises LA28 on other Relay aspects. The City shall appoint a law enforcement representative to serve as part of the Community Task Force to ensure the integration of Relay requirements into public safety planning.

1.4 Community Planning Guide. LA28 shall provide the City with the CPG, which is hereby referenced and incorporated herein. The CPG shall serve as a guide to the City and Community Task Force in the planning process as the City plans and executes its responsibilities related to the Relay and any associated events within the City Jurisdiction. The CPG will include recommended best practices for operations, including environmental sustainability efforts. Taking into account the protection of Confidential Information, City agrees to distribute copies of the CPG to appropriate members of the Community Task Force and other City persons responsible for the Relay (and any associated events) that are necessary in order to allow City to meet its obligations under this Agreement. The City agrees that LA28 may from time to time provide the City with an updated and/or amended version the CPG, whereupon the City will treat such updated and/or amended version as the CPG for all purposes of this Agreement.

1.5 Status Reports. At LA28's request from time to time, the City shall provide LA28 with status reports regarding the performance of the City's obligations pursuant to this Agreement, and of the City's activities in connection with the Relay generally, at such intervals as LA28 may reasonably request.

2. Taxes and Permits. Except for sales tax or business tax, in the event any tax, permit, license, variance, easement, fee, and/or other requisite permissions as may be required in connection with the staging and broadcast of the Relay and/or any associated events within the City Jurisdiction, City agrees to either: (i) waive all such tax,



licenses, permits, and/or fees, etc.; or (ii) issue all such permits, licenses, or permissions (without regard for differences in local terminology) without the need for LA28 or the relevant Associated Parties to lodge any further application with the City and at no cost to LA28 or the relevant Associated Parties.

3. City Torchbearer Selection.

3.1 The City and Community Task Force shall have the right to select torchbearers to carry the Olympic Flame in the City. The number of torchbearers City may select shall be determined by LA28 in its sole discretion and provided to the City as part of the CPG. Torchbearers must be selected based on LA28 criteria and shall be subject to a security background check. Torchbearer slots are merit-based and cannot be sold, exchanged for donations or value of any kind, or given away as a prize. LA28 will provide guidance on the process and timelines for selecting City torchbearers in the CPG. Elected officials and/or political candidates will not be eligible for torchbearer selection.

4. Relay Route.

4.1 The Relay route within the City Jurisdiction is a collaborative partnership between LA28 and the City. LA28 will work with the City and Community Task Force to identify priority locations to be included in the Relay route within the City Jurisdiction (subject to timing, security, financial and logistical limitations). The Parties shall mutually agree upon and document the Relay route within the City Jurisdiction.

4.2 For any city in which no Cauldron Lighting or Celebration event takes place within the City Jurisdiction, the City shall have the right to request a brief stop at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction where the City intends to conduct a brief Photo Moment, which shall comply with all terms and conditions of this Agreement. LA28 will provide criteria to support the selection and use of the location.

5. City Facilities. The operation of the Relay may require the use of City venues or facilities, such as City buildings, museums, schools, sports and community centers, etc. These may be used as locations for photography/filming opportunities, break locations during the Relay, parking locations for Relay vehicles or as meeting points for torchbearers. LA28 and the City will review the route and jointly determine the appropriate locations that may be used for the Relay operation. The City will provide the facility(ies) and appropriate personnel it controls to manage the facility(ies) free of charge to LA28. The City shall also provide reasonable assistance and support to LA28 to locate and secure non-City controlled facilities that may be necessary to support the Relay within the City Jurisdiction.

6. City Services. Taking into account requisite criteria provided by LA28, the City shall: (i) develop a formal plan for each of the following services sufficient to accommodate an event of similar scope and magnitude; and (ii) implement such services according to such plans, as necessary to support the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction:

6.1 Medical Services. The City shall provide emergency medical services to members of the public and Relay participants, considering spectators along the Route of the Relay, torchbearers, Relay staff, and attendees of the Cauldron Lighting/Celebration (to the extent applicable).

6.2 Sanitation and Waste Management Services. The City shall provide sanitation and waste management services for the Relay and any associated events within the City Jurisdiction.

6.3 Traffic Management. The City shall implement, as appropriate, road closures, traffic control system management, barricades, parking suspension, public transit changes, and towing, among any other necessary transit-related measures, to ensure the continuous, safe, and secure movement of the Relay convoy through the City Jurisdiction and the execution of any Relay associated events.

7. Public Safety and Security. The City, through both City and law enforcement agencies under its jurisdiction, shall:

- (1) assist LA28 in the development of the Relay route to account for local safety and security considerations;



- (2) cooperate with LA28 to implement Relay security standards and participate in any local, federal, state, or LA28 security working group(s) established for the purpose of setting Relay security standards and developing Relay plans;
- (3) integrate with, cooperate with, and assist other non-City public safety agencies, (e.g., federal and state police, highway patrol, etc.) into local Relay security planning;
- (4) liaise with the LA28 Relay security function on any known or perceived security threats to the Relay and participate in Relay intelligence gathering and risk assessment activities;
- (5) provide resources to ensure an agreed upon level of safety and security for spectators, the Relay convoy, and all Relay personnel;
- (6) plan for and provide a law enforcement response capability in the event of any security incidents;
- (7) provide law enforcement and other personnel for crowd control along the Relay route within the City Jurisdiction and at any associated event sites; and
- (8) provide appropriate resources to facilitate the passage of the Relay convoy through the City Jurisdiction and implement measures to provide for the smooth movement of the Relay convoy on entry to and exit from the City Jurisdiction.

8. Ambush Marketing. City shall not enter into any sponsorship, marketing, merchandising or concessionaire, promotional or other commercial arrangements directly in connection with the Relay without prior written authorization of LA28 or the IOC.

8.1 Furthermore, City agrees to make reasonable efforts, as permitted by applicable law:

- (1) to cooperate with LA28 and the IOC to prevent Ambush Marketing, including promptly notifying LA28 of any actual or suspected Ambush Marketing activities (and to assist LA28 and the IOC to effectuate prompt take-down of Ambush Marketing activities);
- (2) to work to ensure that, to the extent permitted by law, the Relay route and the Relay event sites (including the Cauldron Lighting/Celebration site) are free of advertising or promotional material not otherwise approved by LA28 or the IOC (and to assist LA28 in selecting alternative routes/sites as appropriate to avoid proximity to such unsanctioned advertising/promotion in the event requested by LA28);
- (3) to ensure that all facilities and equipment (e.g., barriers, tents, chairs, umbrellas, portable restrooms, concessionaire tents or vans, clothing of featured speakers and entertainers, etc.) provided by or for the City and used along the Relay Route or at Relay event sites (including the Cauldron Lighting/Celebration site), are free of all branding, advertising or other commercial messages;
- (4) to implement adequate resources to prevent/cure/remedy, to the extent permitted by law, any Ambush Marketing activities, including the distribution of non-authorized product samples, premiums, promotional literature and other commercial materials in and adjacent to the Relay Route; and
- (5) to not issue permits for street vending from locations along the Relay Route or at Relay event sites, except as agreed by LA28.

9. Relay Marketing and Promotion.

9.1 Marketing and Promotion. The City agrees to support the promotion of the Relay in order to ensure its success and its positive impact on the City, including by doing the following things, all with LA28's prior approval and coordination:

- (1) plan and conduct Relay media events (e.g., milestone events and press conferences) and support LA28-coordinated Relay announcements;
- (2) plan and implement a marketing and promotion plan for the Relay, including local advertising and community-based promotion with community-based organizations; and
- (3) abide by applicable LA28 and IOC brand guidelines provided by LA28 and promptly comply with LA28 and/or IOC requests to remove, modify, correct, or otherwise amend any promotional or marketing materials issued by the City as needed.



9.2 Restricted Publicity and Marketing Rights. Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 9.1 (Marketing and Promotion)) or in the CPG (in particular pursuant to the marketing and brand guidelines):

- (1) the City shall not publicly disclose its relationship with LA28 and/or the IOC for promotional purposes or otherwise, to create an association, express or implied, with the International Olympic Committee, the Games or the Olympic Movement without the express prior written consent of LA28; and
- (2) the City undertakes not to use “LA28”, “Los Angeles 2028”, Relay IP, LA28 Marks, Games logo or mascot of the 2028 Olympic Summer Games or any other LA28 identification or trademark, Olympic and Paralympic Marks, or any Olympic Properties as a reference or means of promotion or publicity, without the express prior written consent of LA28 and/or the IOC and/or the IPC.

10. City Use of Relay IP.

10.1 License. LA28 hereby grants to the City a non-exclusive, non-transferable, royalty-free, limited license (the “License”) to use the Relay IP for non-commercial purposes subject to the terms and conditions described in this Agreement and the CPG. All rights, opportunities and approvals not expressly granted to the City by this Agreement and/or the CPG are reserved by LA28. The License will be in effect for a limited term commencing upon execution of this Agreement and terminating upon the conclusion of the Relay within the City Jurisdiction, unless LA28 (in its discretion) terminates or modifies the license term by notifying the City in writing (email to suffice). The City may use the Relay IP:

- (1) only while the License is in effect;
- (2) only within the United States of America;
- (3) only in connection with the Relay and any associated Relay activities within the City Jurisdiction (the “Use”);
- (4) only in accordance with LA28’s specifications, directions, and standards as stipulated by LA28 (including specifications, directions and standards specified in the CPG) to the City, as updated by LA28 in its sole discretion from time to time;
- (5) in such manner so as to ensure that no association whatsoever, other than as strictly contemplated by the Use, is created between the Relay IP, LA28, the Games, the 2028 Paralympic Games, Team USA, Olympic Properties and/or the Olympic and Paralympic Movement, on the one hand, and any other entity, commercial or otherwise, on the other hand, without express written approval in advance (and in each instance) from an authorized representative of LA28 and/or USOPP, the IOC and/or the IPC (as applicable).
- (6) in no way that utilizes the Relay IP or association to the Games with the intent to drive or derive revenue or fundraise;
- (7) in no way that promotes activities not directly related to the Relay;
- (8) only by the City’s principal administrative office (i.e., Mayor’s office or equivalent). The Relay IP shall not be inherited and/or used by other individual city departments/agencies, individual elected officials, or used on City materials (including, but not limited to, letterheads, emails signature blocks, business cards, professional/official titles, etc.), unless explicitly permitted by LA28;
- (9) in no way that associates the Relay IP or the Games with any political purpose or issue or in connection with elections;

11. LA28 Usage of City IP. The City grants LA28 and/or the IOC and IPC a non-exclusive, royalty-free, worldwide license (with the right to sublicense) to use the City’s name, logos, symbols, emblems, trademarks, service marks, and any images or likenesses of the City (collectively, “City IP”) in any media, whether now known or later developed, in connection with the Relay and any related or associated events, activities, promotions, communications, or



materials. This license includes the right to reproduce, display, distribute, adapt, modify, and create derivative works from the City IP, and to combine the City IP with other content produced or authorized by LA28, the IOC and/or the IPC. The City represents that it has all rights necessary to grant this license.

12. **Marketing and Brand Restrictions.** The exchange of any value for the use of LA28 Marks, the Relay IP, the Olympic and Paralympic Marks and/or Olympic Properties with any entity that is not a Marketing Partner is strictly prohibited. The City further acknowledges and agrees that the City cannot utilize in a commercial manner any of the following protected terms: LA28, LA 2028, Los Angeles 2028, Olympic, Olympiad, Paralympic, Paralympiad, Citius Altius Fortius, Team USA, America Espirito Sport Fraternite. Any funding source (e.g., civic funds, non-profit civic oriented entities, chambers of commerce, private individuals, etc.) utilized by the City in support of its delivery obligations under this Agreement shall comply with all the terms and conditions of this Agreement, the CPG, and the LA28 and IOC brand guidelines. For exemplary purposes, a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks are attached hereto as Addendum D.

13. **Other Events.** The City hereby confirms and undertakes, to the maximum extent of its authority, that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organizing, financing and staging of the Relay (and any associated events) or its public and media exposure, will take place within the City Jurisdiction on the day the Relay is present within the City Jurisdiction, without the prior written approval of LA28.

14. **Cooperation and Consultation.** The parties hereby acknowledge that the successful staging of the Relay (and Cauldron Lighting/Celebration to the extent applicable) within the City Jurisdiction shall require cooperation and consultation between them at all times and that each Party shall make every effort to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by a Party, any changes in plans, and without restricting the foregoing, any information which might affect the obligations of the other Party. However, City agrees that because LA28 has the overall responsibility for staging the Relay, the Cauldron Lighting/Celebration and all other aspects of the Relay within the City Jurisdiction are subject to the review and approval of LA28.

15. **Special Requests.** The City acknowledges that LA28 may from time to time request the City to carry out obligations or provide services which go beyond, or deviate from, the City's obligations and services set out herein. Such a request could result from a variety of circumstances, including circumstances which are unique to the City and which are not reflected in the Agreement (e.g., due to the exigencies of LA28's obligations related to the Relay). The City will use commercially reasonable efforts to carry out any such special requests or provide the services that form the subject of the request(s).

16. **Standard Terms and Conditions.** The Parties agree that the standard terms and conditions set forth in Addendum B ("Standard Terms and Conditions") are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

17. **Cauldron Lighting Terms and Conditions.** The Parties agree that the terms and conditions set forth in Addendum A ("Cauldron Lighting Addendum") are hereby incorporated into and made a part of this Agreement as if fully set forth herein. In the event of any conflict between the terms of this Agreement and Addendum A, the terms of Addendum A shall control unless expressly stated otherwise.

[The remainder of this page has intentionally been left blank; signature pages and addendums follow]



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of signature of the Parties:

City of Fargo

By: _____
Tim Mahoney, Mayor - City of Fargo
City of Fargo

Date: _____

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 d/b/a LA28

By: _____
John Harper
Chief Operating Officer

Date: _____

ADDENDUM

ADDENDUM A

CAULDRON LIGHTING ADDENDUM

ADDENDUM B

STANDARD TERMS AND CONDITIONS

ADDENDUM C

DEFINITIONS

ADDENDUM D

LA28, OLYMPIC AND PARALYMPIC MARKS





ADDENDUM A

CAULDRON LIGHTING ADDENDUM

1. Cauldron Lighting Site Support Services.

1.1 The Cauldron Lighting event shall be organized and operated by the City with the assistance of LA28. For the Cauldron Lighting, the City agrees, at its cost, to:

- (1) subject to LA28 approval, procure a suitable event site and ensure the site is clean; free of commercial, political, social, and/or religious messaging, advertising, and signage; and in good operating order for the Cauldron Lighting;
- (2) provide all necessary facilities and amenities necessary for the conduct of the event including stage, stage equipment, video screen, barricades, toilet facilities, lighting, security services, etc.;
- (3) provide, at LA28's request, space at the Cauldron Lighting site for the conduct of LA28 activities;
- (4) ensure that all commercial and non-commercial activities proposed for the Cauldron Lighting site are approved by LA28;
- (5) plan and conduct a marketing and promotion campaign for the Cauldron Lighting subject to the terms and conditions of this Agreement, the CPG, and LA28 brand guidelines;
- (6) ensure that the general public are permitted to enter the Cauldron Lighting free of charge;
- (7) ensure there is no commercial messaging by speakers and entertainers other than those approved by LA28;
- (8) provide a level of security and other services as required commensurate with the size, scale, and scope of the event and expected attendance; and
- (9) identify an appropriate individual(s) to greet the flame on behalf of the City.

2. Marketing Partner Cooperation.

2.1 The City shall work with Marketing Partners in good faith to make space at the Cauldron Lighting site available for any Marketing Partner activities associated with the Relay, to the extent reasonably available in light of site, operational, and scheduling considerations.

3. Overnight Logistics.

3.1 The City shall support, at its cost, the overnight stay of the Relay convoy and Relay team by:

- (1) assisting LA28 in identifying appropriate overnight parking area(s) for the Relay vehicles. Where such area(s) is managed by the City, provide such space at no cost to LA28 and, if owned by third parties, assist LA28 in procuring the parking area;
- (2) where feasible, provide LA28 vehicles access to City-owned vehicle wash facilities and electric vehicle charging stations; and
- (3) provide a security presence (onsite law enforcement or regular patrols) as agreed between LA28 and City at Relay hotels, parking sites, or areas with protected assets.



ADDENDUM B

STANDARD TERMS & CONDITIONS

1. Term and Termination.

1.1 Term. The term shall commence upon full execution of this Agreement and terminate upon the full performance by the Parties of all their respective obligations hereunder, subject to any early termination permitted hereunder.

1.2 Termination With or Without Cause. LA28 may, in its sole discretion, terminate this Agreement and/or the Relay through the City Jurisdiction at any time for any or no reason, without any liability to LA28. In the event of such termination, LA28 will use reasonable efforts to coordinate with City and will provide City with written notice of the termination as soon as practicable.

1.3 Termination for Force Majeure. In the event of a Force Majeure Event which renders the Relay impossible within the City Jurisdiction, even with reasonable efforts to overcome such Force Majeure Event, either Party may terminate this Agreement upon written notice to the other Party, without any liability to either Party under this Agreement. For purposes of this Agreement, a "Force Majeure Event" shall mean any event prohibiting or delaying a Party's performance of its obligations under this Agreement (other than any obligation to pay or otherwise provide consideration) arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party, not occasioned by or based upon the fault or negligence of such Party, including flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, or other natural physical disaster, war, military operations, riot, crowd disorder, terrorist action, civil commotion (or reasonable threat of any of the foregoing), failure or shortage of power supplies, ransomware attack, interruption of data networks, strike, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action involving only the employees of the affected Party) and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.

2. Confidentiality. The City will: (i) keep all Confidential Information in strict confidence and will not, without LA28's prior written consent, disclose any such Confidential Information to any person not expressly authorized by LA28 to review such Confidential Information other than for the performance of the City's obligations under this Agreement; and (ii) if the City is subject to the provisions of the California Public Records Act (Cal. Gov. Code §§ 7920 et seq.), the Freedom of Information Act (5 U.S.C. § 552 et seq.), or any

equivalent legislation of general application in the City Jurisdiction, the City shall promptly notify and consult with LA28 regarding any relevant request received prior to making any disclosure of Confidential Information. In the event that LA28 (at its sole cost) seeks a protective order from a court of competent jurisdiction to restrict disclosure of any Confidential Information, the City shall not oppose such effort. Nothing in this Section (Confidentiality) shall restrict the City in its capacity as a governmental authority, including in connection with any public hearings, meetings, testimony, or written or oral reports necessary for the approval or administration of this Agreement. This Section shall survive for a period of five (5) years from the date of Agreement.

3. Insurance. Subject to each Party's right to self-insure, City agrees to provide LA28 with evidence of insurance as further described in this Section 3 from its insurance carrier(s) naming LA28 and LA28 Associated Parties (defined in Section 3.5 below) as additional insureds. All insurance required hereunder shall be written by reputable insurers accorded a rating by A.M. Best Company, Inc. of Excellent (A) or higher at the time of issuance of any policy pertaining to such insurance, subject to each Party's right to self-insure, and shall be subject to the terms and conditions contained herein.

3.1 During the terms of this Agreement, City and LA28 each agree to maintain an occurrence-based policy of liability insurance as follows:

- a) Commercial General Liability Five Million Dollars (,000,000) per occurrence and in the aggregate, (including bodily injury, property damage, product liability, contractual liability and completed operations coverage).
- b) Automobile Liability Insurance Two Million Dollars (,000,000) combined single limit.
- c) Workers' Compensation as required by law or statute, and Employer's Liability Insurance Two Million Dollars (,000,000) for each employee/each accident/policy limit.
- d) Property coverage to protect against loss of owned or rented equipment and tools brought onto and/or use in connection with the Agreement.
- e) Excess coverage may satisfy the required limits provided coverage is as broad as the primary coverage.

3.2 Proof of Insurance. The City must provide written proof of the insurance coverage specified in Section 4 by no later than December 31, 2026, and thereafter upon the written request of LA28.

3.3 Notice of Cancellation. The City will ensure that all the insurance policies specified herein may not be cancelled



without the insurer giving at least thirty (30) days' prior written notice to LA28.

3.4 **Notification of Claim.** The City agrees to notify LA28 within seven (7) business days of any claim made under any insurance coverage specified herein which relates directly or indirectly to LA28 or the LA28 Associated Parties. LA28 agrees to notify the City within seven (7) business days of receipt of any claim arising or alleged to arise out of the Relay or related Cauldron Lightings/Celebration within the City Jurisdiction.

3.5 All insurance required of the City hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to the City's obligations; (c) include Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 d/b/a LA28 and its subsidiaries and affiliates, United States Olympic and Paralympic Properties, LLC, United States Olympic and Paralympic Committee, International Olympic Committee, International Paralympic Committee, City of Los Angeles (where not explicitly precluded by law or any applicable City policy), State of California (where not explicitly precluded by law or any applicable City policy), and any other entities required by contract or law to be named as additional insured, in each case as provided in writing by LA28 to City in advance of the Relay (collectively "LA28 Associated Parties") as additional insureds; and (d) contain a waiver of subrogation with respect to each of LA28 and its subsidiaries and affiliates, and the LA28 Associated Parties, where allowed by law. To the extent the City retains any contractor or service provider for production delivery (or similar) services, the City shall ensure that such contractor(s) maintain commercially reasonable insurance policies applicable to the work and/or services with limits in amounts commensurate with the scope and scale of the production delivery services, subject to the terms contained in this Section 3.5, and in all cases, as required by law and subject to LA28's reasonable approval. Certificates of Insurance to LA28 shall be transmitted to coi@la28.org. Certificate Holder: LA28, c/o Finance/Risk, 1150 S. Olive Street, Los Angeles, CA 90015.

3.6 All insurance required of LA28 hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to LA28 obligations; (c) include the City as additional insured, where permitted by law, and (d) contain a waiver of

subrogation with respect to the City where permitted by law. Certificates of Insurance to the City shall be transmitted to:

City to provide instructions for submission of certificate:

Mike Redlinger, Administrator

City of Fargo

Certificate Holder: Mike Redlinger, Administrator

City of Fargo

3.7 **No Further Requirements.** The Parties acknowledge and agree that the insurance requirements applicable to this Agreement are limited solely to those expressly set forth herein. Notwithstanding any provisions of law, regulation, or City policy to the contrary, no additional insurance requirements, coverages, or endorsements shall apply to LA28 unless expressly stated in this Agreement. The City expressly waives any other insurance requirements that it may generally impose or require of third parties, including, without limitation, those customarily required as a condition to the issuance of a permit, license, or other permission (without regard for local differences in terminology) by the City, to the extent such requirements are not expressly included in this Agreement.

4. **Indemnification.** Each Party agrees to defend, indemnify and hold the other (including the indemnified Party's officers, servants, and employees) harmless from all loss or liability for injury or damage, actual or alleged, to persons or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement. City and LA28 agree that the indemnification obligations in this Agreement are a continuing obligation and shall survive termination of this Agreement.

5. **Limited Liability.** None of the Unrelated Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the parties relating to the subject matter hereof and that the sole and exclusive recourse or remedy by City for any cause of action under this Agreement shall be against the assets of LA28 only; without limiting the foregoing, LA28 shall not be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party.

6. **Time of the Essence.** Time is of the essence of this Agreement. The Parties acknowledge that the time set for conducting the Relay cannot be changed (except by LA28). The Parties agree to notify each other as soon as practicable if either becomes aware of any condition that will affect timing of the Relay.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings and agreements between the Parties with respect thereto.

8. Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

9. Conflicts of Interest. Each Party agrees to use its best efforts to ensure that its directors, officials, officers, employees, volunteers, contractors, advisors, and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner. To the extent a conflict of interest does arise, the respective Party shall reasonably alleviate such conflict.

10. Amendments and Waivers. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties hereto, and any such amendment shall be subject to IOC Approval.

11. Subject to IOC Approval. This Agreement and amendments hereto are subject to IOC approval. Each Party agrees to use its reasonable commercial efforts to make any required amendments in a manner so as to obtain the IOC's approval.

12. Notices. Any demand, notice, or other communication to be given in connection with this Agreement, must be in writing and given by personal delivery, registered mail or e-mail addressed:

in the case of LA28, as follows:

Alex Merchan
1150 S. Olive Street, 7th Floor
Los Angeles, CA 90015

Email: alex.merchan@la28.org

With copies to: relay@la28.org and legal@la28.org

and in the case of the City, as follows:

Scott Anderson

Name: _____

225 4th Street North

Address: _____

ScottDAnderson@fargond.gov

Email Address: _____

or to such other address, individual or e-mail as may be designated by notice given by either Party to the other.

13. Assignment. Except to the extent LA28 is required pursuant to a contractual obligation to assign any right or obligation to the IOC or IPC, the Parties may not assign their respective rights and/or obligations under this Agreement without the other Party's prior written consent.

14. Authority of City. The City represents and warrants that: (a) it has and will continue to have all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by it and the performance by it of its obligations hereunder have been duly authorized by all necessary action(s) and such authorization will continue to be in full force and effect through the term of this Agreement; (c) this Agreement has been duly executed and delivered by the City and is and will continue to be a valid and binding obligation of the City, enforceable against it in accordance with its terms, subject to bankruptcy and similar laws of general application relating to or affecting creditors' rights and to general equity principles; and (d) the execution, delivery and performance of this Agreement will not violate or conflict with any obligation, regulation, statute, or law, or result in breach or violation of any other agreement or instrument to which City is bound.

15. Binding Effect. This Agreement shall be binding on City's successors and permitted assigns and shall inure to the benefit of any successors and assigns of LA28.





ADDENDUM C

DEFINITIONS

1. Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - 1.1 “Ambush Marketing” means any or all of the following: (1) any non-Games partner/sponsor company’s use of creative means or efforts to generate any false association with the 2028 Games, whether through the use of protected Olympic Properties or not; (2) any non-Games partner/sponsor company’s infringement of any Applicable Law, rule or regulation that protects the use of the Olympic Properties and other Olympic and Paralympic imagery and indicia; and (3) any other action, activity, support, and/or participation in activities that directly or indirectly interferes with, undermines, encroaches, compromises, curtails, infringes or ambushes, the legitimate marketing activities and rights of the 2028 Games sponsors and/or creates a commercial association with the 2028 Games without the authorization of LA28.
 - 1.2 “Associated Parties” means IOC, IOC Affiliates, IPC, USOPC, USOPP, Sponsors, Official Providers, official LA28 licensees, Marketing Partners, ALEM International Management Inc., LA28, LA28 employees, contractors and employees and other LA28 designees.
 - 1.3 “Cauldron Lighting” refers to a community event hosted by the City to celebrate the arrival of the Olympic Flame in the City staged at the end of the day. The event comprises of the arrival of the final torchbearer of the day, who will light a mini cauldron.
 - 1.4 “Celebration” refers to a community festival-like event hosted by the City at the end of the day to celebrate arrival of the Olympic Flame in the City staged at the end of the day. A core component of the celebration is the arrival of the final torchbearer of the day, who will light a mini cauldron.
 - 1.5 “City Jurisdiction” means the local government area under the jurisdiction of the organization constituted as the local governing authority for the City, including City, Municipality, Town, Village, District, County, or such other designation or title as may be applicable.
 - 1.6 “Community Planning Guide” or “CPG” means the Torch Relay Community Planning Guide which will be provided by LA28 to City.
 - 1.7 “Community Task Force” means the group established by the City to plan and coordinate all aspects of the City’s participation in the Relay.
 - 1.8 “Confidential Information” means all information and data disclosed by LA28 to the City which is identified as confidential at the time of disclosure or is reasonably identifiable as confidential, including this Agreement and the CPG (including, for avoidance of doubt, any emblems and graphics within) but excluding information which: (i) was publicly known at the time of disclosure; (ii) became publicly available after disclosure to the City without breach of this Agreement; (iii) was lawfully received by the City on a non-confidential basis from a source other than LA28; (iv) was within the City’s possession prior to being furnished by LA28; or (v) is required to be disclosed by the City pursuant to judicial order or other compulsion of law (including public records or “Sunshine Act” laws), provided that the City will provide to LA28 prompt written notice of such order or requirement and complies with any protective order imposed on such disclosure.
 - 1.9 “Games” means the 2028 Olympic Summer Games and the 2028 Paralympic Summer Games.
 - 1.10 “IOC” means the International Olympic Committee.
 - 1.11 “IOC Affiliates” means the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services SA, Olympic Channel Services SA, Olympic Channel Services S.L., Olympic Broadcasting Services SA, Olympic Broadcasting Services S.L. and their respective affiliates.
 - 1.12 “IPC” means the International Paralympic Committee.
 - 1.13 “LA28” means the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028.



1.14 “LA28 Marks” means any present or future trademark, service mark, copyrighted work or other intellectual property, including any logo, sport pictograms and/or mascot of LA28, the USOPP, and the USOPC, including, without limitation, all trademarks, service marks, copyrighted works and other intellectual property of LA28, the USOPP, and the USOPC. For exemplary/demonstrative purposes, a non-exhaustive list of LA28 Marks are attached hereto as Addendum D.

1.15 “Marketing Partners” means those companies and organizations that are recognized by LA28 as associated with the Relay (i.e., Relay Sponsors or Presenting Sponsors). LA28 will provide written notification of Marketing Partners.

1.16 “Relay IP” means the Olympic Torch Relay Emblem and the city designation, as provided by LA28.

1.17 “Official Providers” means those companies and organizations that are recognized by LA28 as helping to fund and operate the Relay and are designated by LA28 as Providers of the Relay. LA28 will provide written notification of Official Providers.

1.18 “Olympic Flame” means the flame ignited in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.19 “Olympic and Paralympic Marks” means any Olympic- or Paralympic-related symbols, emblems, marks, designations or terminology, including (a) the words “Olympic” and “Olympiad” and “Paralympic”; (b) the symbol of the IOC, consisting of five interlocking rings, and/or (c) the symbol of the IPC, consisting of three Agitos. For exemplary/demonstrative purposes, a non-exhaustive list of Olympic and Paralympic Marks are attached hereto as Addendum D.

1.20 “Olympic Properties” (as defined by the Olympic Charter (as available on the following link: www.olympic.org/documents/olympic-charter) and as periodically updated), including without limitation the Olympic symbol, flame, torches, emblem(s) such as Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) and/or other designation(s).

1.21 “Olympic Torch Relay Emblem” means the official emblem for the Relay, as created by LA28 in its sole discretion.

1.22 “Relay Sponsors” means those sponsors that are recognized by LA28 as helping to fund and operate the Relay. LA28 will provide written notification of Relay Sponsors.

1.23 “Relay” means the Los Angeles 2028 Olympic Torch Relay, which commences in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.24 “TOP Partners” means the group of companies selected by IOC as worldwide Olympic sponsors (within the TOP V Programme as referred to in Article 45(e) of the Host City Contract between the IOC and LA28). TOP Partners are listed on LA28’s official website.

1.25 “Torch(es)” means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

1.26 “Unrelated Parties” means the City of Los Angeles, the State of California, the IOC, IOC Affiliates, IPC, USOPC, USOPP, or any of their respective representatives.

1.27 “USOPC” means United States Olympic and Paralympic Committee.

1.28 “USOPP” means United States Olympic and Paralympic Properties.

“Photo Moment” refers to the event hosted by the City to celebrate arrival of the Relay in the City. The Photo Moment shall consist of a brief stop of the Relay at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction.

ADDENDUM D

LA28, OLYMPIC AND PARALYMPIC MARKS

Below is a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks, included for demonstrative/reference purposes only.

LA28 Marks and Olympic and Paralympic Marks include, but are not limited to, (1) the name, "United States Olympic and Paralympic Committee"; (2) any of the following words: "Olympic," "Olympiad," "Citius Altius Fortius," "Paralympic," "Paralympiad," "Pan-American," "Parapan American," "America Espirito Sport Fraternite", or any combination of those words; (3) "Los Angeles 2028"; (4) "LA28"; (5) "TEAM USA"; (6) "OLYMPIAN"; (7) "MILANO CORTINA 2026"; (8) "ROAD TO LA"; (9) "GO FOR THE GOLD".

LA28 Marks and Olympic and Paralympic Marks also include, but are not limited to, team logos, various images, emblems, mascots, and other logos (like historical or heritage logos), including, but not limited to the following:



Olympic Rings



Paralympic Agitos



TEAM USA Logos



TEAM USA Emblem



Pan-American Sports Organization Symbol



Note: Framework for the LA28 emblem is the "L" and "28" with an "A" that varies in design

Games Emblems



Mascots and Historical Logos

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the City of Fargo ("City"), a North Dakota municipal corporation with its principal place of business at 225 4th Street N., Fargo, ND 58102 and Fargo-Moorhead Convention & Visitors Bureau, Inc. ("CVB"), a North Dakota nonprofit corporation with its principal place of business at 2001 44th St. S., Fargo, North Dakota 58103.

RECITALS

WHEREAS, the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("LA28") has invited the City to enter into a Torch Relay Agreement as part of LA28's evaluation of potential host communities for the 2028 Olympic Torch Relay.

WHEREAS, execution of the Torch Relay Agreement is a prerequisite for LA28 to consider Fargo as a potential host community but does not guarantee that Fargo will be selected, with final host community selections anticipated to occur in 2027.

WHEREAS, if the City is selected, successful planning and execution of the Torch Relay will require coordination among the City, CVB, and other community partners.

WHEREAS, the City anticipates providing governmental services customarily associated with major public events, including public safety, traffic management, sanitation, and related municipal services.

WHEREAS, the CVB has expressed its intent to lead fundraising efforts in support of the Torch Relay and to contribute toward eligible event costs not otherwise funded through such fundraising.

WHEREAS, the City and CVB desire to memorialize their respective roles and responsibilities in anticipation of Fargo's potential selection as a host community.

NOW, THEREFORE, in consideration of the mutual promises and covenants contain here, the parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this MOU is to establish the respective roles and responsibilities of the City and the CVB in planning, funding, and coordinating the City's potential participation in the LA28 Olympic Torch Relay should Fargo be selected as a host community. This MOU is intended solely to allocate responsibilities between the City and

the CVB and does not create any rights or obligations in favor of LA28 or any other third party.

2. **City's Responsibilities.** The City's responsibilities include:

- a. Coordinate with LA 28 regarding governmental planning and operational requirements;
- b. Provide governmental services customarily associated with a major public event, including public safety, traffic management, sanitation, emergency management, and other municipal services as determined by the City;
- c. Participate in planning activities with LA28, the CVB, and other community partners as necessary to prepare for the Torch Relay; and
- d. Retain sole authority over all governmental decisions, including public safety, traffic control, permitting, and other municipal functions.

3. **CVB's Responsibilities.** The CVB's responsibilities include:

- a. Lead and coordinate fundraising efforts from community partners, eligible sponsors, and other appropriate sources to support planning and hosting of the Torch Relay;
- b. Coordinate with the City regarding event planning, marketing, volunteer recruitment, hospitality, and other community engagement activities; and
- c. Contribute funding toward costs associated with planning and hosting the Torch Relay that are not covered by the City and that remain unfunded following the fundraising efforts described above.
- d. Administer funds raised through the fundraising efforts described above. The Parties acknowledge their intent that available fundraising proceeds be used, to the extent practicable, to offset eligible third-party event expenses and to reimburse the City and the CVB for costs incurred in connection with the Torch Relay, with the allocation of any remaining funds to be determined by mutual agreement of the Parties.

4. **Term.** This MOU shall become effective upon execution by both parties and shall remain in effect until completion of the Torch Relay unless earlier terminated by mutual written agreement of the parties. If the City is not selected by LA28 as a host community, this MOU shall automatically terminate.

5. **Amendment.** This MOU may be amended only by written agreement executed by both parties.

6. **Entire Agreement.** This MOU constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior discussions and understandings related thereto.

7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of the State of North Dakota.

8. **Assignment.** Neither Party may assign their rights and obligations under this MOU unless agreed to in writing by the other Party.

9. **Counterparts.** This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement. Any

signature to this MOU may be transmitted electronically and shall for all purposes be deemed an original signature to be legally binding.

(Signatures appear on the following pages.)

CITY OF FARGO

Joshua A. Boschec, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

FARGO-MOORHEAD CONVENTION &
VISITORS BUREAU, INC.

Shirley Hughes, President/CEO