

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Jeremy Laurentowski, Parks and Recreation Director *JL*

**BY:** Jessica Sandifer, Management Analyst *JS*

**DATE:** September 5, 2014 (CC Meeting of 9/17/14)

**SUBJECT:** Consider Rescinding City Council Action of July 16, 2014 for the 2014 Moorpark Mammoth Run Event and Approve the Rotary Club of Moorpark Noontime as Co-sponsor of the City's Event

**BACKGROUND & DISCUSSION**

On July 16, 2014, City Council considered a request from the Rotary Club of Moorpark Noontime (Rotary) for the City to co-sponsor the 2014 Moorpark Mammoth Run.

As the Council will recall, during the planning process for the 2014 running event, staff felt that a 10K run would be more popular with competitive runners and would attract runners from neighboring cities. Staff determined that Mammoth Highlands Park would be an appropriate location for the event, due to the installation of the multi-use trails that surround the Moorpark Highlands neighborhoods and direct connection with the park site. During this time, staff approached the Rotary to partner with the City for the event. The Rotary would be able to assist the City by providing volunteers, minimizing the direct costs associated with part time or full time City staff and the costs for certain vendors. Rotary also has experience organizing and promoting running events, and an ability to keep direct costs to a minimum through business sponsorships.

Staff is recommending rescinding the City Council action of July 16, 2014 to clarify that the Moorpark Mammoth Run is a City event that is being co-sponsored by the Rotary Club of Moorpark. Since the Mammoth Run is a City Event there will be no Temporary Use Permit (TUP) or Park Rental Permit required for the event. An Encroachment Permit will be required, but will be "no fee" to the Rotary. The City has already absorbed the direct costs associated with a half-page advertisement promoting the

event in the Moorpark Recreation Guide and inclusion in the web version of the guide for a total cost of \$425.

The Moorpark Mammoth Run is scheduled for September 28, 2014, and will feature a 10K run, 5K run and family fun run. The event will be staged at Mammoth Highlands Park and will include a health and fitness fair, food vendors, and music. The proposed course will include approximately 2.5 miles along the multi-use trails that extend north from Mammoth Highlands Park, around the Toll Brother's development, and will continue to the intersection of Spring Road and Elk Run Loop. The last half mile section will be staged along the bicycle path on the south side of Elk Run Loop, and will extend east to the finish line at the park. The run will require a road closure on Spring Road, between Ridgecrest Drive and Walnut Canyon Road, and a controlled intersection at Spring Road and Elk Run Loop. In addition, the bicycle lane on the north and west side of Elk Run Loop, as well as the north and south side of Ridgecrest Drive, will be closed to bicycle traffic, as it will be required for event parking. Moorpark Police will direct traffic at the controlled intersection on Spring Road and Elk Run Loop. Volunteers will monitor vehicular traffic at minor intersections, such as the entries to the several gated communities, and City staff will cover no parking signs on Elk Run Loop and Ridgecrest Drive as appropriate. The City will be responsible for notification of the residents, preparation of a traffic control plan and application for an encroachment permit from CalTrans, medical response, special event insurance, and will share responsibilities for the course set-up. The Rotary will be responsible for procurement of traffic control supplies, event registration, marketing and materials, certified timing for the run, course certification, event website, sponsorships, signage, volunteers, prizes, shirts and reimbursement of City's direct costs for such items as police services and medical response.

To memorialize each organizations responsibilities, Staff has prepared a Letter of Agreement between the Rotary and the City of Moorpark outlining the co-sponsorship responsibilities and costs.

### **FISCAL IMPACT**

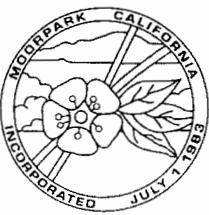
The City will absorb overhead and full-time staff costs associated with use of City facilities and issuance of a "no fee" Encroachment Permit. The City will also cover advertising costs associated with publication in the Moorpark Recreation Guide and web version (\$425). The City will not receive any revenue generated from the Moorpark Mammoth Run and will recover all net out of pocket costs. The Rotary will reimburse the City for direct costs, such as Police services, medical response, and special event insurance, and shall retain the remaining revenue to cover their direct costs, as well as donations to various charity organizations. Staff estimates that the City's direct costs to be reimbursed by Rotary for the event will be approximately \$3,000.

**STAFF RECOMMENDATION**

1. Rescind the City Council action of July 16, 2014; and
2. Approve the co-sponsorship for the Moorpark Mammoth Run by the Rotary Club of Moorpark Noontime as outlined in the staff report.

Attachment:

- A. Letter of Agreement



## ATTACHMENT A

**CITY OF MOORPARK**  
**PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT**  
**Recreation Division**

September 18, 2014

Carolyn Schrimpf  
Rotary Club of Moorpark Noontime  
P.O. Box 172  
Moorpark, CA 93020

Subject: Agreement for joint sponsorship of the Moorpark Mammoth Run event on September 28, 2014.

Dear Carolyn,

This letter is to confirm the Rotary Club of Moorpark Noontime's (hereinafter "Rotary") agreement to partner with the City of Moorpark's (hereinafter "City") Mammoth Run event to be held at Mammoth Highlands Park, located at 7000 Elk Run Loop, and surrounding trails and streets, in Moorpark.

The terms of this partnership shall be in accordance with Moorpark City Council's action on September 17, 2014.

City agrees to:

- Provide a half-page advertisement in the Fall 2014 Recreation Guide.
- Advertise the run on the City's website, with a link to the event website.
- Notify neighborhood residents about the event.
- Prepare a traffic control plan.
- Arrange police services.
- Secure on-site medical services.
- Provide Rotary with a park map indicating acceptable areas for vendor set up, and vendor access points.
- Bag 'no parking' signs and post bicycle lane and trail closure signs

Rotary agrees to:

- Process run registrations, and collect entry fees.
- Apply for Encroachment Permit from City of Moorpark Public Works/City Engineer Department. Permit to be "no fee" to Rotary.
- Secure event sponsors.

## Agreement between the City of Moorpark and the Rotary Club of Moorpark Noontime.

- Secure and coordinate food vendors, and obtain required permits from Ventura County Environmental Health.
- Secure and coordinate vendors for the Health and Fitness Fair.
- Secure a master of ceremonies and public address system.
- Prepare a site map for vendors and mark vendor spaces, as approved by City.
- Market the event, including establishing an event website.
- Secure certified timing for the run.
- Secure course certification.
- Provide event and course signage.
- Contract and pay for traffic control supplies, including installation.
- Provide awards, t-shirts, bottled water, and goody bags for run participants.
- Provide volunteer staff to oversee the run course and monitor the event.
- Procure, and thereafter maintain in full force and effect at Rotary's sole cost and expense, the following types and amounts of insurance: A general liability insurance policy written with a company acceptable to City and authorized to do business in the State of California. Such policy shall provide for a minimum coverage of One Million Dollars (\$1,000,000) for bodily injury or death of any person or persons in any one occurrence, and One Million Dollars (\$1,000,000) for loss by damage or injury to property in any one occurrence and shall include automobile coverage. The policy shall contain a provision providing for a broad form of contractual liability. The policy or policies shall be written on an occurrence basis. The policy shall name Contractor as the insured and the City of Moorpark as an additional insured. Contractor shall furnish City evidence of all insurance policies required by this Agreement in the form of a Certificate of Insurance and additional insured endorsement.
- Obtain executed indemnity agreements from each and every vendor, contractor, or subcontractor, or any other person or entity involved by, for, with, or on behalf of Rotary in the performance of this Agreement. Indemnity agreement must include the following language: "{Entity} shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless the City of Moorpark, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arising in whole or in part from participation in the Moorpark Mammoth Run event." In the event Rotary fails to obtain such indemnity obligations from others as required, Rotary agrees to be fully responsible according to the terms of this paragraph. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Rotary and shall survive the termination of this Agreement.

Agreement between the City of Moorpark and the Rotary Club of Moorpark Noontime.

- Require all vendors and contractors to secure and maintain a general liability insurance policy written with a company acceptable to City and authorized to do business in the State of California. Such policy shall provide for a minimum coverage of One Million Dollars (\$1,000,000) for bodily injury or death of any person or persons in any one occurrence, and One Million Dollars (\$1,000,000) for loss by damage or injury to property in any one occurrence and shall include automobile coverage. The policy shall contain a provision providing for a broad form of contractual liability. The policy or policies shall be written on an occurrence basis. The policy shall name Contractor as the insured and the City of Moorpark and Rotary Club of Moorpark as additional insureds. Contractor shall furnish evidence of all insurance policies required in the form of a Certificate of Insurance and additional insured endorsement.
- Reimburse City for all direct costs, including but not limited to police services, insurance costs, contracted services (including medical services), and part-time staff costs.

City and Rotary jointly agree to:

- Set up the run course.

Mutual Indemnification and Hold Harmless:

The City shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless the Rotary Club of Moorpark Noontime and any and all of its employees, officials, volunteers, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arising from participation in the Moorpark Mammoth Run event, except damages from which the Rotary Club of Moorpark Noontime is obligated to hold harmless, indemnify, and defend City and its officers, employees, and agents pursuant to the next paragraph.

The Rotary Club of Moorpark Noontime shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless the City, and any and all of its employees, officials, volunteers, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arising in whole or in part from participation in the Moorpark Mammoth Run event.

Please sign where indicated below and return one copy of this letter to the City to acknowledge your acceptance of this agreement. We appreciate the Rotary's desire to serve the community and promote health and wellness in Moorpark.

Agreement between the City of Moorpark and the Rotary Club of Moorpark Noontime.

Sincerely,

Stephanie Anderson, Recreation Superintendent

SIGNED:

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Carolyn Schrimpf, Board Member  
Rotary Club of Moorpark Noontime

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Date

\_\_\_\_\_  
Jeremy Laurentowski, Parks and Recreation Director  
City of Moorpark

\_\_\_\_\_  
Date