

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

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

PREPARED BY: Jennifer Mellon, Recreation/Community Services Manager

DATE: August 11, 2016 (CC Meeting of 09/07/16)

SUBJECT: Consider City Co-sponsorship of the Rotary Club of Moorpark Noontime 2016 Moorpark Mammoth Run Event

BACKGROUND & DISCUSSION

On September 2, 2015, the City Council approved a request from the Rotary Club of Moorpark Noontime (Rotary) to co-sponsor the 2015 Moorpark Mammoth Run (Mammoth Run). The Rotary is planning the third annual Mammoth Run scheduled for Sunday, October 9, 2016, and has requested co-sponsorship of the event.

In 2015, the Rotary assisted the City by providing volunteers and minimizing the direct costs associated with part time or full time City staff. In addition, the Rotary has experience organizing and promoting running events, an ability to keep direct costs to a minimum through business sponsorships, and paid the City the direct costs associated with police services and traffic control. The Rotary will provide the same level of involvement for the 2016 event.

The 2016 Moorpark Mammoth Run 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 the multi-use trails that extend north from Mammoth Highlands Park, around the Toll Brothers development and portions of Spring Road. The course will include an improved dirt trail that extends south of Mammoth Park, as well as a half mile section along the bicycle path on the south side of Elk Run Loop. The course will vary depending on the mileage of the scheduled run. Staff has changed the course slightly this year so that a road closure will not be required at the Walnut Canyon Road and Spring Road intersection, or at the intersection of High Street and Spring Road. Staff recommends keeping the course on the east side of Spring Road, which will eliminate the course from crossing Spring Road at the Walnut Canyon Road or Elk Run Loop intersections. The course will require two controlled intersections, one at Ridgecrest Drive and Spring Road and the

other at Elk Run Loop and Spring Road, as well as the closure of the bicycle lane on the east side of Spring Road from Charles Street to Walnut Canyon Road. In addition, the bicycle lane on the north side of Elk Run Loop, as well as the north and south sides 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 intersections. 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 necessary for parking.

The City will be responsible for notification of the residents, preparation of a traffic control plan, trail preparation and grading, medical response, special event insurance, and will share responsibilities for the course set-up. The Rotary will be responsible for procurement of traffic control services, 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.

To memorialize each organization's responsibilities, staff has prepared a Letter of Agreement between the Rotary and the City of Moorpark outlining the co-sponsorship responsibilities and costs.

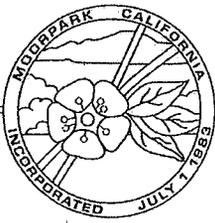
FISCAL IMPACT

The City will absorb overhead costs associated with use of City facilities and issuance of a "no fee" Encroachment Permit. Fees waived for rental of Mammoth Highlands Park Pavilion and Athletic Field equates to \$220. The City shall receive 10% of the net profit generated from the Mammoth Run to cover full time management staff costs. The Rotary will reimburse the City for all other direct costs, such as part time and full time competitive services staff costs (non-management staff), 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 and Police service direct costs to be reimbursed by the Rotary for the event will be approximately \$4,220. This includes \$2,020 in competitive service staff costs; \$500 for special event insurance; \$700 for medical response services; and \$1,000 for police services.

STAFF RECOMMENDATION

Approve City co-sponsorship of the Rotary Club of Moorpark Noontime 2016 Moorpark Mammoth Run as outlined in the staff report, subject to final language approval of the Letter of Agreement, Indemnification, and Hold Harmless by the City Manager.

Attachment:
Letter of Agreement



CITY OF MOORPARK

PARKS, RECREATION & COMMUNITY SERVICES DEPT. | 799 Moorpark Avenue, Moorpark, CA 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2550 | moorpark@moorparkca.gov

September 9, 2016

Mr. Don McAlister
Rotary Club of Moorpark Noontime
P.O. Box 172
Moorpark, CA 93020

Subject: Agreement for co-sponsorship of the Moorpark Mammoth Run event on
October 9, 2016

Dear Don,

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

The terms of this partnership shall be in accordance with Moorpark City Council's action on September 7, 2016.

City agrees to:

- Provide a half-page advertisement in the Fall, 2016 Recreation Guide.
- Advertise the Run event on the City's website, with a link to the Run's website.
- Notify neighborhood residents about the Run.
- Prepare a traffic control plan.
- Arrange police services.
- Secure on-site medical services.
- Secure special event insurance.
- Provide Rotary with a park map indicating acceptable areas for Rotary's vendor set up, and vendor access points.
- Bag 'no parking' signs and post bicycle lane and trail closure signs.
- Prepare and grade trail.
- Enter into a License Agreement with Pardee Homes to obtain a temporary nonexclusive license to City and its officers, employees, agents and volunteers and the running contestants authorized by Licensee to enter upon that portion of the real property in Moorpark, California, which lies south of Ridgecrest Drive and generally east of Simmons Way and Crimora Avenue and west of College Heights Drive which Pardee Homes owns (the "License Area") as a running route for the Run, and an additional License Period for entry and operation of a skip-

loader upon the License Area as City reasonably determines is necessary for preparation of the running course for the Mammoth Run and as approved by Pardee Homes.

- Provide original certificate or certificates of insurance to Pardee Homes as required by the Licensee Agreement.

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.
- 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 services and supplies.
- 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 Rotary 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 Rotary official, volunteer, 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 or Individual} shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless the City of Moorpark, and any and all of its employees, officers, 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.

- Require all Run participants (or parent or guardian of a child under eighteen) to sign a Waiver of Liability, which form shall include a hold harmless indemnification releasing the City and Rotary from any and all acts of negligence and all claims and demands whatsoever. Rotary shall obtain City written approval of the Waiver of Liability form, including indemnification language.
- 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 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 staff costs (non-management staff), police services, special event insurance costs, contracted services (including medical services).
- Relinquish to the City 10% of the net profit to cover full time management staff costs, within 90-days of the date of the event.
- Provide a detailed Financial Statement, including total revenue and expenditures, within 90-days of the event.
- Provide a list of vendors, one week prior to the event. No vendors shall be allowed to participate in the event if not approved by City seven days prior to the event.

City and Rotary jointly agree to:

- Set up the run course and provide course signage.

Rotary Indemnification and Hold Harmless:

The Rotary hereby agrees to 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), to the extent same are caused in whole or in part by any gross negligence or wrongful act, willful misconduct, error or omission of Rotary arising in whole or in part from Rotary's officials, volunteers, contractors, and agents participation in the Moorpark Mammoth Run event.

City does not and shall not waive any rights that it may have against Rotary by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs, and expenses described in this Section.

Please sign where indicated below and return one original signed 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.

Sincerely,

Steven Kueny
City Manager

SIGNED:

Don McAlister, President
Rotary Club of Moorpark Noontime

Date

Steven Kueny, City Manager
City of Moorpark

Date