



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO.	IC
COUNCIL MEETING	10/03/13
APPROVED BY _____	
DEPARTMENT DIRECTOR _____	
CITY MANAGER 	

October 03, 2013

**FROM:** BRUCE A. RUDD, Director  
Parks, After School, Recreation and Community Services Department

**BY:** KAREN M. NORRIS, Administrative Manager *KN*  
Parks, After School, Recreation and Community Services Department

**SUBJECT:** APPROVE A THREE YEAR LICENSE AGREEMENT WITH CALIFORNIA INTERSCHOLASTIC FEDERATION (CIF) FOR USE OF WOODWARD PARK FOR A CROSS COUNTRY SPECIAL EVENT TWO DAYS PER YEAR

**RECOMMENDATIONS**

Staff recommends approval of the License Agreement with California Interscholastic Federation (CIF) for the use of Woodward Park for two days each year for the State High School Cross Country Championship in calendar years 2013 through 2015.

**EXECUTIVE SUMMARY**

In 2009, the Fresno Sports Council, on behalf of the City of Fresno, was awarded a six (6) year agreement to host the California State High School Cross Country Championships in Woodward Park for 2010 through 2015. A fully executed agreement between the two parties was never processed. The purpose of this license agreement is to formalize the terms and requirements of the remaining three years of the agreement.

**BACKGROUND**

The California Interscholastic Federation is authorized by the California state legislature to govern high school athletics. CIF is a non-profit organization that administers high school athletic programs and enforces rules relating to a student's involvement in athletics. The CIF conducts regional and/or state CIF championships in cross country, volleyball, basketball, football, golf, track and field, wrestling, soccer and tennis.

During the construction of Woodward Park in the late 1970's Fresno State coach Red Estes helped develop a cross country course for five mile, 5,000 meter and 10,000 meter races. For 35 years, the City of Fresno has hosted major cross country events for elementary, middle and high schools, community colleges and state universities.

The CIF Cross Country Championship races have been held each year at Woodward Park since November, 1987. The races are held on the Friday and Saturday of the Thanksgiving holiday weekend in November of each year.

**FISCAL IMPACT**

According to the Fresno/Clovis Convention and Visitors Bureau, historically, over 10,000 attend the event and 1,100 hotel room nights are booked for an annual economic impact of \$350,000. This event is held the weekend after Thanksgiving, which is typically a slow time for area hotels. Entrance Fees into Woodward Park and facility rental fees are waived by the City during the event and the City pays a \$5,000 stipend and \$7,100 for personnel costs annually to CIF.

Attachment: License Agreement



**LICENSE AGREEMENT  
SPECIAL EVENT-WOODWARD PARK  
(CITY OF FRESNO – CALIFORNIA INTERSCHOLASTIC FEDERATION)**

THIS LICENSE AGREEMENT (this "Agreement") is dated this \_\_\_\_ day of \_\_\_\_\_, 2013, and is entered into by and between the CITY OF FRESNO, a municipal corporation organized and existing under the laws of the State of California ("City"), and CALIFORNIA INTERSCHOLASTIC FEDERATION ("CIF"), a California corporation.

**AGREEMENT**

In consideration of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. CIF, as an independent contractor, shall manage and operate Woodward Park located at 7775 N. Friant Road, Fresno CA ("Park") during the Event. In such capacity, CIF shall have exclusive authority over the operations at the Park for purposes of the Event. CIF shall provide such services consistent with the standards for performance of services in this Agreement, and where not expressed herein, in accordance with generally accepted industry standards. In no event shall CIF hold itself out as, act as, or be the agent of, City, without the City's express written authority to do so.

2. CIF will be responsible for managing all operations and production of Event. CIF will be responsible for leaving the park in the same condition as it was received, excluding normal wear & tear.

3. On event dates, CIF shall have access to the Park from 5:00 a.m. to 7:00 p.m.

4. Events: CIF is licensing use of the Park for the purpose of the State High School Cross Country Championship on the following dates: November 29 and 30, 2013; November 28 and 29, 2014; November 27 and 28, 2015;

5. Fees and Costs:

Per bid proposal by the City submitted to CIF in October 2003 and renewed in 2010, the City will waive all Rental Fees for facilities within Woodward Park for the event. The City will also waive vehicle entrance fees for the event dates. CIF and local meet management may charge entries fees, with proceed going to the CIF.

There will be no Vendor Fees charged by the City for CIF vendors, nor does the City intend to sell any items of food for profit on the days of the event.



The City of Fresno will reimburse the CIF up to, but not to exceed \$12,100 per year for personnel expenses incurred at these events.

6. CIF will be required to supply all required security officers deemed necessary by the Fresno Police Department.

7. CIF shall comply with all terms of the applicable Conditional Use Permit ("CUP"), laws, liquor licenses, City Ordinances, and written City policies in effect at the time of the Event.

8. Indemnification.

To the furthest extent allowed by law, CIF shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Licensee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this License Agreement. Licensee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If CIF should subcontract all or any portion of the work to be performed under this Agreement, including, but not limited to, the operations and productions of Event, CIF shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

9. Insurance. Throughout the life of this Agreement, CIF shall pay for and maintain in full force and effect all policy(ies) of insurance required hereunder with (an) insurance company(ies) either (1) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (2) authorized by the City's Risk Manager or his/her designee. The following policies of insurance are required:

- A. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.



- B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.
- C. LIQUOR LIABILITY insurance ( if applicable) which shall be at least as broad as the most current version of Insurance Services Office (ISO) Liquor Liability Coverage Form CG 00 33, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. The responsibility for this coverage may be assigned to a concessionaire or vendor.
- D. WORKERS' COMPENSATION insurance as required under the California Labor Code.
- E. EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

In the event CIF purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

CIF shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Licensee shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, a new certificate evidencing renewal of such policy shall be provided not less than fifteen (15) days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, Licensee shall file with the City a certified copy of the new or renewal policy and certificates for such policy.

The General Liability, Commercial Automobile Liability and Liquor Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CIF'S insurance shall be primary and no contribution shall be required of the City.



Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City and each of its officers, officials, employees, agents and volunteers.

CIF shall furnish the City with the certificate(s) and applicable endorsements for ALL required insurance two (2) weeks prior to any scheduled Event. The failure to furnish the City with the certificate(s) and applicable endorsements for ALL required insurance two (2) weeks prior to any scheduled Event, or to maintain the required insurance during the scheduled Event, shall be sufficient cause for the City to terminate this Agreement.

The fact that insurance is obtained by CIF shall not be deemed to release or diminish the liability of CIF, including, without limitation, liability under the indemnification provisions of this Agreement. The duty to indemnify City and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CIF. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CIF or any subcontractors.

Upon request of City, CIF shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

If CIF should subcontract all or any portion of the subcontract all or any portion of the work to be performed under this Agreement, including, but not limited to, the operations and productions of Events, CIF shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY two (2) weeks prior to the commencement of any work by the subcontractor.

10. Authority and Approval. All parties hereto have the requisite power and authority to execute, deliver and perform this Agreement, and all actions of each such party, necessary for such execution, delivery and performance have been duly taken.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall together constitute but one document.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be Fresno County.

13. Termination. This Agreement shall terminate immediately at the scheduled conclusion of the Events. This Agreement shall also be immediately terminated should CIF fail to comply with the terms of this Agreement, including the terms of the CUP. Sections 8 and 9 of this Agreement shall survive the termination or expiration of this Agreement.



14. Amendment. This Agreement may not be amended or modified except in writing signed by each of the parties to this Agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

15. Assignment. CIF may not assign its rights under this Agreement without the written consent of City, which consent may be withheld at City's sole and absolute discretion.

16. Prior Agreements. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and agreements and understandings concerning the subject matter hereof.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective as of the date first above written.



CITY:  
CITY OF FRESNO,  
a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE CMC  
City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Date: \_\_\_\_\_

CIF:  
CALIFORNIA INTERSCHOLASTIC  
FEDERATION, a California corporation

By: *Royce G. Blake*

Name: Royce G. Blake

Title: Executive Director

Date: 8/13/13

By: *Ronald W. Nocetti*

Name: Ronald W. Nocetti

Title: Assoc Exec Director

Date: 8/13/13