

LICENSE AGREEMENT

REGARDING Dickey Playground

CITY OF FRESNO
City Clerk's Office (Original)

This License Agreement ("Agreement") is entered into this 15th day of December 2011, by and between the CITY OF FRESNO, CALIFORNIA, a municipal corporation, through its Parks, After-School, Recreation and Community Service (PARCS) Department ("City"), and On Ramps Covenant Church ("On Ramps"), a California nonprofit corporation.

WITNESS

WHEREAS, On Ramps operates community events and clean ups at Dickey Playground located at 50 N. Calaveras St. Fresno, California 93721-1107; and

WHEREAS, the City owns and operates Dickey Playground (the "Park"), and depicted on Exhibit "A" hereto; and

WHEREAS, On Ramps desires to use the Park for community events and clean ups throughout the year, from July 1 to June 30 of each fiscal year of this Agreement; and

WHEREAS, the City wishes to grant On Ramps permission to use the Park in exchange for certain maintenance and improvements to the Park; and

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Shaun Schaefer, Community Recreation Supervisor II
Parks, After-School, Recreation and Community Services
Dickey Youth Development Center
1515 E. Divisadero St.
Fresno, CA 93721-1115
Tel: (559) 621-2900

On Ramps Representative: Phil Skej, Pastor
On Ramps Covenant Church
473 N. Calaveras St.
Fresno, CA 93701
Tel: (559) 930-5931

2. ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

A. The City will:

Reserve the softball field for On Ramps once a month during the term of this Agreement, when requested and subject to availability. The City of Fresno PARCS Department will

coordinate thru On Ramps with all other groups wishing to use the fields, but those other groups wishing to use the field must contact the PARCS Department to ensure that there are no On Ramps functions scheduled during that time that another group wishes to use the field. On Ramps will work with all groups wishing to use the field so that mutually available times can be scheduled for use by other groups when On Ramps is not using the field.

Allow On Ramps to have the right to operate information booths and bounce houses, in accordance with City standards and permit requirements.

Provide janitorial and restroom materials, building keys, trash bags and trash cans. Landscaped Maintenance will continue to mow the Dickey Playground grass areas and deal with sprinkler maintenance issues as they arise.

Train and indoctrinate On Ramps in the City of Fresno Adopt-A-Park Program. Monitor the park adoption of Dickey Playground by On Ramps and make sure that all outlined commitments are being met.

B. On Ramps will:

Pay the City of Fresno PARCS Department \$1.00 per year, cash, by June 15th each year for the annual field reservation fee, which will run from July 1 thru June 30.

Formally participate in the City of Fresno Adopt-A-Park Program. On Ramps will adopt Dickey Playground for a minimum of 12.5 hours a month (150 hours annually). The 150 annual hours of park adoption represents a value of \$1,500 park maintenance resources.

Abide by the Adopt-A-Park responsibilities and duties, waiver agreements and reporting of volunteer information to PARCS Staff. On Ramps will provide the landscaping at Dickey Playground, including edging, weeding, low limb pruning, graffiti removal, trash pickup and reporting of additional Dickey Playground maintenance issues to PARCS Staff. Landscaping will be done at least on a bi-weekly basis. On Ramps will perform minor repairs to ball field back stops, dugouts and sports courts.

Maintain the softball field playing area and remainder of the park in a clean and trash free manner. On Ramps will clean, stock and maintain the restrooms as needed and dump garbage when needed on clean up days.

3. TERM AND EFFECTIVENESS

This Agreement shall be effective upon its complete execution by the parties' authorized agents and shall run for an initial term commencing on the effective date and terminating on June 30, 2012. Thereafter, this Agreement shall automatically renew each fiscal year (July 1 to June 30), unless either party terminates the agreement upon thirty (30) days written notice to the other prior to the end of the fiscal year. This Agreement may be terminated at the election of either party at any time upon sixty (60) days written notice to the other. Upon any such termination, all rights and obligations of each party under this Agreement shall cease as of the date of termination, except for those specific obligations that shall survive termination as set forth herein.

4. DEFAULT, TERMINATION

Should On Ramps default in the performance of any of the terms and conditions of this Agreement and fail to commence a cure thereof within thirty (30) business days after On Ramps has been served with written notice of such default, the City may terminate this Agreement. Notwithstanding the foregoing, if the breach by On Ramps or any of its officers, directors, employees or agents is such that it threatens the health, welfare, or safety of any person or property, then the City may, in its discretion, require that such breach be cured in less than thirty (30) business days or immediately.

City shall be in default under this Agreement if City fails to perform or fulfill any term, covenant or condition contained in this Agreement and City fails to commence a cure thereof within thirty (30) business days after the City has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible.

Upon any such termination, all rights and obligations of each party under this Agreement shall cease as of the date of termination, except for those specific obligations that shall survive termination as set forth herein. In addition to the right to terminate this Agreement upon On Ramps default, the City shall have the right to terminate part or all of this Agreement if the facilities that are the subject of this Agreement are required for public necessity or emergency use.

5. NON-EXCLUSIVE USE

On Ramps acknowledges that the softball field is one component in Dickey Playground, a public park owned and operated by the City. The City shall have the right to use or permit the use of any portion of the park to any person, firm or other entity regardless of the nature of the use of such other space, in accordance with the terms of this Agreement. On Ramps agrees to take reasonable efforts to minimize any disturbance to the operation and/or other uses of the park by the City and the public.

6. COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state and local laws, rules and regulations in its pursuit hereof. No party in its performance of this Agreement shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

7. CAPACITY OF THE PARTIES

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations

governing such matters. Personnel supplied by the City will not for any purpose be considered employees or agents of On Ramps. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by On Ramps will not for any purpose be considered employees or agents of the City. On Ramps assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and On Ramps agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by On Ramps. On Ramps agrees and acknowledges that its employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

8. WAIVER OF CLAIMS

On Ramps, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against the City, its officers, officials, employees, agents or volunteers which On Ramps may now or hereafter have for damages to goods, wares, merchandise or other property in, about or upon the Park or any portion of the building in which Park is located, and for injuries to persons in or about the Park, from any cause or causes arising at any time. In particular, but not by way of limitation, On Ramps hereby waives any and all claims or causes of action which On Ramps may now or hereafter have against the City, its officers, officials, employees, agents or volunteers: (a) for loss, injury or damage sustained by reason of any deficiency, impairment and interruption of any service or system serving Park or any portion of building in which Park is located, and (b) for any loss or damage to the property of, or injury or damage to On Ramps, On Ramps officers, officials, employees, agents or volunteers, from any cause or causes arising at any time because of On Ramps use or occupancy of the Park or any portion of building in which Park is located.

9. INDEMNIFICATION AND HOLD HARMLESS

To the furthest extent allowed by law, On Ramps 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,

(including damage by fire or other casualty) incurred by City, On Ramps 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. On Ramps 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. This section shall survive termination or expiration of this License Agreement.

10. INSURANCE

Throughout the life of this License Agreement, On Ramps 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. 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 \$3,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$6,000,000 aggregate for products and completed operations, and \$6,000,000 general aggregate.

If alcoholic beverages are to be sold, served or furnished, COMMERCIAL GENERAL LIABILITY insurance shall be endorsed to include coverage for liquor liability with limits of liability of not less than \$3,000,000 per occurrence and \$6,000,000 aggregate for bodily injury and property damage, or Applicant shall pay for and maintain the most current version of Insurance Services Office (ISO) Liquor Liability Coverage Form CG 00 33, which shall include which shall include insurance for "bodily injury," and "property damage" with limits of liability of not less than \$3,000,000 per occurrence and \$6,000,000 aggregate for bodily injury and property damage. **The responsibility for Liquor Liability insurance may be assigned to On Ramps caterer, concessionaire or vendor.**

- B. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage. **Only required if automobiles are to be operated on City property.**
- C. WORKERS' COMPENSATION insurance as required under the California Labor Code.
- D. 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 On Ramps 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).

On Ramps shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and On Ramps 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) On Ramps 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 License 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, On Ramps shall file with the City a certified copy of the new or renewal policy and certificates for such policy.

The General Liability, 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 On Ramps 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. On Ramps shall furnish the City with the certificate(s) and applicable endorsements for ALL required insurance prior to the City's execution of this License Agreement.

If at any time during the life of this Agreement or any extension, On Ramps fails to maintain any required insurance in full force and effect, all of On Ramps activities under this Agreement shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve On Ramps Corporation of its responsibilities under this Agreement.

Upon request of City, On Ramps shall immediately furnish City with a complete copy of any insurance policy required under this License 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 License Agreement.

The fact that insurance is obtained by On Ramps shall not be deemed to release or diminish the liability of On Ramps, including, without limitation, liability under the indemnification provisions of this Contract. 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 On Ramps. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of On Ramps or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.

11. ATTORNEY'S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

12. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit/attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over terms and conditions expressed within the exhibit/attachment. Furthermore, any terms or conditions contained within any exhibit/attachment hereto which purport to modify the allocation of responsibility or liability between the parties, provided for within the body of this Agreement, shall be null and void.

13. NOTICES

Any notice required or intended to be given to a party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or the On Ramps Representative, or (c) three (3) business days after the date of mailing (postage pre-paid return receipt requested). Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

14. BINDING

Once this Agreement is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

15. ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

16. WAIVER

The waiver by any party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and approved by and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

18. HEADINGS

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

19. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

20. INTERPRETATION

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

21. REPRESENTATIONS AND WARRANTIES

On Ramps represents and warrants that it is a duly authorized and existing California nonprofit corporation in good standing. Each party hereby represents and warrants to the other party, and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

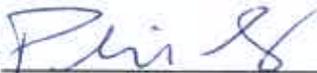
22. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing along with the attached Exhibits constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this MOU:

On Ramps Covenant Church
a California nonprofit corporation

Dated: 12-7-11

By: 
Phil Skei, Pastor

Dated: _____

By: _____

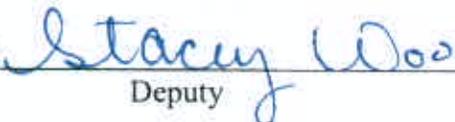
CITY OF FRESNO,
a municipal corporation

Dated: 1/5/12

By:  Acting ^{PARCS} Director
Bruce A. Rudd, Assistant City Manager

ATTEST

REBECCA E. KLISCH
City Clerk

BY: 
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: 
Katherine Doerr, Senior Deputy City Attorney

Exhibit A: Depiction of Park

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Fresno

On 12-7-11 before me, Emma L. Baker, Notary Public
(Here insert name and title of the officer)

personally appeared Phil Skei

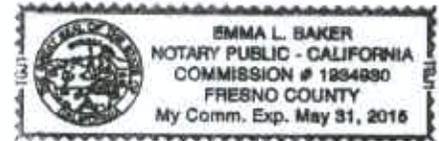
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Emma L. Baker
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

Interim Leadership Team Meeting Minute On Ramps Covenant Church

Date: Thursday, December 1, 2011
Time: 5:30 pm
Location: InterVarsity's FIFUL
1719 L Street • Fresno, CA 93721

Call to Order: Phil Skei
Interim Leadership Team Members Present: Phil Skei, Rici Skei, Marsha Jones, Kendra McGowan, Carrie Minturn, Timothy Steele, Jon Murray
Absent: Sara Kenney, Breanna Lott

Vision Statement

Scripture: Ezekiel 47:1-12 "Form follows structure"

- **What Ezekiel is showing is the river flowing out of the temple. It's not about measuring how many people come in....it's about inviting others to be about of the flow of the river and giving it away**

Rici: Shared story of how Angie had an opportunity to help a homeless woman who lives behind her to find resources instead of Rici doing it all for her .

Reports & Updates

Bible Study:

Nothing set in stone yet. Will convene for the next two Tuesdays in home of Phil & Rici Skie

Worship Gathering:

Planning Team had a very good meeting

12/17/11 Lowell Elementary School

3pm set up, 4pm Prayer, 5pm Service, Dinner & Desert afterwards

LLT will discuss the frequency of the Corporate Worship Gatherings at the next meeting.

How can we help with Worship Gatherings??? Always be aware of what the Spirit is saying, how He's moving, etc. Be intentional about wanting to know everyone's story, about paying attention to others needs. Anticipate the needs of others, be genuine.

No Shalom project at this Gathering

Small Groups:

Currently groups are actively going:

Rici's "BLISS"

Marsha's "Games n God"

Sarah, Bri, Phil, and Timothy have yet to begin their groups

City of
FRESNO  **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO. IM
COUNCIL MEETING 12/15/11
APPROVED BY _____

DEPARTMENT DIRECTOR _____

CITY MANAGER 

Presented to City Council
Date: 12/15/11
Disposition: Rec. approved

December 15, 2011

FROM: BRUCE A. RUDD, Assistant City Manager/Interim PARCS Director
City Manager's Office

BY: SHAUN SCHAEFER, Community Recreation Supervisor II
PAUL A. MELIKIAN, Administrative & Finance Manager
Parks, After School, Recreation and Community Services Department

SUBJECT: APPROVE A ONE-YEAR AGREEMENT WITH ON RAMPS COVENANT CHURCH FOR
THE ADOPTION OF DICKEY PARK

RECOMMENDATION

Staff recommends that the City Council approve the attached one-year agreement with On Ramps Covenant Church (ORCC), allowing priority access to the youth softball field at Dickey Park for community-based activities in exchange for maintenance services to the Dickey Park Softball Field and the remainder of the park.

EXECUTIVE SUMMARY

ORCC agrees to provide cleanup, landscaping, and limited repair services for the Dickey Park softball field and surrounding park space in exchange for priority access to the softball field at the park. The Agreement is for one year. On Ramps Covenant Church will:

- Participate in the City of Fresno Adopt-a-Park Program for one year beginning December 15, 2012, through June 30, 2012, for a total of 90 hours – average of 12.5 hours per month. The 90 hours represent an economic value of \$900.00
- Provide edging, weeding, low-limb pruning, graffiti removal, trash pickup, reporting of volunteer information and park maintenance issues
- Provide monthly repair and replacement for watering hoses, field rakes, infield dirt draggers, and field chalkers

The City will have the Dickey Park Softball Field reserved for use by ORCC on a priority basis and will coordinate through ORCC with all other groups wishing to use the field.

BACKGROUND

The On Ramps Covenant Church has been in existence since the summer of 2011, and has been a vital contributor to the Lowell community in regards to neighborhood building, cleanup and events. ORCC has utilized the Dickey Park Softball Fields that were operated through the City of Fresno PARCS Department. They provide monthly community cleanup and special event activities at Dickey Park. The clean ups/special events are held on Saturdays, once a month, throughout the year.

Due to organizational downsizing over the last two years, the PARCS Department has had to reduce services in the areas of field and landscape maintenance. The ORCC will clean up the park, restrooms and softball field once a month. When the Adopt-a-Park Program was announced to the community, the ORCC made overtures to assist in the maintenance of Dickey Park (including the softball field) in exchange for a reduced field cost.

An agreement was reached which covered the maintenance of the park and fields in exchange for priority field access to the softball field at Dickey Park. The ORCC agreement is similar to other non-profit sports league agreements, such as Quigley Park Senior Softball and Cary Park Little League.

This Agreement was reviewed and approved by the City Attorney and Risk Management Offices.

FISCAL IMPACT

There is no adverse impact to the General Fund as a result of approving this Agreement, since ORCC will perform over 90 volunteer park cleanup and maintenance hours for one year, as a part of the Adopt-a-Park program. The value of the volunteer clean up hours, at \$900, is equivalent to the standard field reservation fee of \$875.00 for the five hours per month, seven months out of the year the field will be used by ORCC.

Attachment: License Agreement