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Nov 7, 2003

Sacramento City Council  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** California International Marathon Agreement

AG 2013-211  
**APPROVED**  
NOV 25 2003  
OFFICE OF THE  
CITY CLERK

**LOCATION AND DISTRICT:** Districts 1 and District 3

**RECOMMENDATION:** It is recommended that the City Council approve the attached resolution authorizing the City Manager to sign a five year agreement with the Sacramento Long Distance Running Association pertaining to the California International Marathon.

**CONTACT PERSONS:** John McCassey, Executive Director, Sacramento Sports Commission, 566-2400

**FOR COUNCIL MEETING:** November 25, 2003

**SUMMARY:**

The California International Marathon (CIM) is held annually in Sacramento in December. This twenty-six mile event begins at the Folsom Dam and ends at the State Capitol. The attached Memorandum of Understanding provides a framework for mutual cooperation in staging the CIM by: partially offsetting prior year City costs incurred for traffic control; lowering operating costs for the CIM; and providing an ongoing source of funding for the Sacramento Sports Commission.

**COMMITTEE/COMMISSION ACTION:** Reviewed by chair of the Sacramento Sports Commission

**BACKGROUND:**

The California International Marathon (CIM) is held annually in Sacramento in December by the Sacramento Long Distance Running Association (SLDRA). This event attracts over 5,000 athletes from all over the world and has continued to grow since its inception in 1982. This twenty-six mile event begins at the Folsom Dam, proceeds down Fair Oaks Boulevard, crosses into the City near Howe and Fair Oaks, continues down L Street, and ends at the State Capitol.

Given the length of the event, the CIM requires considerable cooperation to stage this international event. A significant traffic control effort is needed along the City and County streets to assure runner and spectator safety. The City and the County provide traffic control services in their jurisdictions. The City has not received any reimbursement from the CIM for police

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services prior to 2002 CIM. In 2002, City staff approached the Sacramento Sports Commission to assist in reaching a settlement to offset prior City service costs while being consistent with the efforts of the Sacramento Sports Commission to foster local sporting events.

In an effort to mediate this situation and provide mutual benefit to all parties, the proposed five year agreement contains the following major points:

1. SLDRA agrees to reimburse the City of Sacramento \$20,000 for services for prior year events. This amount would be paid to the SSC.
2. The City agrees to charge for only direct out-of-pocket expenses related to set-up and security for the race route. These charges will be reduced by 50% and capped at \$6,000 during the 5 year agreement.
3. SLDRA agrees to contribute to the Sacramento Sports Commission \$2 per individual runner and \$2 per relay team entered in the CIM.
4. The City agrees to issue an exclusive permit for the CIM race in December.
5. The SSC and SLDRA agree to cooperate in the coordination of youth programs throughout the region.
6. SSC will assist in addressing budget relief by helping to procure items such as tents, tables, chairs, barricades, etc.
7. Both parties agree to share mailing and volunteer lists.
8. Both parties agree to recognize each as sponsors of their events.

The benefits of this agreement are: (1) resolution of ongoing dispute, (2) source of funding for Sacramento Sports Commission, (3) cost stability for CIM, (4) continuation of Sacramento sporting tradition, (4) synergy of coordinated youth programs, and (5) continued economic benefit to the area.

#### **FINANCIAL CONSIDERATIONS:**

In an effort to provide funding support for the Sacramento Sports Commission, the agreement will provide the Sacramento Sports Commission with a one-time funding source of \$20,000 for reimbursement of City services in prior CIM races. In addition, the event fee will provide approximately \$6,000 per year for a total of \$30,000 over the 5 years term of the agreement.

The Sacramento Sports Commission will receive the funding for items 1 and 3 in the agreement described above. Administration of the agreement will be handled consistent with existing agreements managed by the Convention, Culture & Leisure Department on behalf of the Sacramento Sports Commission.

#### **ENVIRONMENTAL CONSIDERATIONS:**

Not applicable.

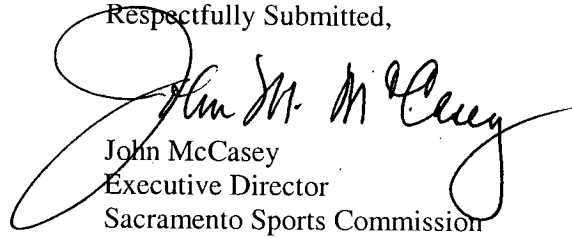
#### **POLICY CONSIDERATIONS:**

This report addresses several priorities such as economic vitality, quality of life, and recreational activity opportunities.

**ESBD CONSIDERATIONS:**

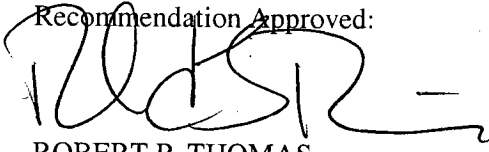
This report does not involve the purchasing of goods and services by the City.

Respectfully Submitted,



John McCassey  
Executive Director  
Sacramento Sports Commission

Recommendation Approved:



ROBERT P. THOMAS  
City Manager

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**RESOLUTION NO. 2003-824**

**ADOPTED BY THE SACRAMENTO CITY COUNCIL**

**ON DATE OF \_\_\_\_\_**

**APPROVED**  
NOV 25 2003  
OFFICE OF THE  
CITY CLERK

RESOLUTION AUTHORIZING THE CITY MANAGER  
TO SIGN AN AGREEMENT WITH THE  
SACRAMENTO LONG DISTANTCE RUNNING  
ASSOCIATION

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:**

1. The City Manager is authorized to execute the attached agreement with the Sacramento Long Distance Running Association relative to the California International Marathon.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

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FOR CITY COUNCIL USE ONLY

RESOLUTION NO.: \_\_\_\_\_

DATE ADOPTED: \_\_\_\_\_

## CALIFORNIA INTERNATIONAL MARATHON (CIM) AGREEMENT

This agreement is made as of \_\_\_\_\_ 2003, by and between the City of Sacramento ("CITY"), the Sacramento Long Distance Running Association ("SLDRA"), and the Sacramento Sports Commission ("SSC").

WHEREAS, the CITY, SLDRA, and SSC find that mutual cooperation in staging the California International Marathon by SLDRA in the City and County of Sacramento is in the best interest of all of the parties; and

WHEREAS, the California International Marathon continues to grow annually and has the potential to grow into a significant event, making a substantial contribution to the local economy; and

WHEREAS, the CITY through SSC encourages the attraction and retention of sporting events in the Sacramento region; and

WHEREAS, mutual benefit will accrue from cooperation between the CITY, SSC and the SLDRA; and

WHEREAS, the CITY, SSC and SLDRA conduct youth sport and fitness clinics, and

WHEREAS, previous California International Marathons hosted in Sacramento by SLDRA have benefited from the dedication of CITY resources and support, without reimbursement to the CITY.

NOW, THEREFORE, CITY, SLDRA, and SSC agree to the following:

1. The term of this agreement is December 1, 2002 through December 31, 2006.

2. SLDRA agrees to reimburse CITY \$20,000 for all past support and permits for the CIM events that occurred prior to 2002. CITY acknowledges that this is a complete settlement of any and all claims against SLDRA. SLDRA will pay the settlement amount to SSC. SLDRA has the option to make installment payments of the settlement in the amount of \$5,000 over the next four years. Installments are to be paid before March 1 of each year. The first installment, for the year 2002, shall be made within 30 days after execution of this agreement.
3. Commencing December 1, 2002, and including the December, 2002, CIM, SLDRA will be charged for CITY's direct out-of-pocket expenses related to set-up and security for the route, discounted at 50%, but not more than \$6,000 per annual event. SLDRA agrees to pay the annual security and set-up fee, not to exceed \$6,000, within 30 days after City submits an itemization of agreed upon costs to SLDRA. Any discrepancy in the itemized costs will be resolved mutually between CITY and SLDRA. The amount to be paid to CITY for security and set-up with respect to the December 2002, event will be determined by the rules set forth in this paragraph.
4. Commencing December 1, 2002, and including the December, 2002, event, SLDRA will pay to SSC \$2 for event individual runner and \$2 per relay team entered in the CIM. SLDRA will keep and make available official race results for the California International Marathon event to the SSC to verify participation and the fee to be paid to the SSC. The fee agreed upon in this paragraph will be paid to the SSC within 60 days after the official results are verified. The amount to be paid by SLDRA with respect to the December, 2002, event will be determined by the formula set forth in this paragraph and shall be paid by SLDRA to SSC within 60 days from signing this agreement.
5. CITY will grant an exclusive permit for SLDRA to conduct a six hour event for the racecourse and finish area on December 7, 2003, December 5, 2004, December 4, 2005, and December 3, 2006.

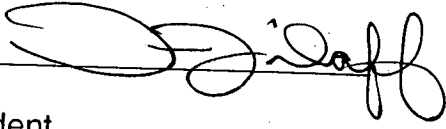
6. CITY and SSC agree to assist in addressing budget-reducing items available to CITY including but not limited to vehicles (trucks), tents, tables, chairs, barricades, portable toilets, banners (promoting the event), lifts (scissor, cherry picker and fork), safety vests, portable fencing and other race related items available to CITY. SSC will assist in securing facilities at the Sacramento Community Center.
7. CITY, SSC and SLDRA each agree to mutual assistance promoting each others events by the exchange of mailing lists, volunteer lists, examination of cost reduction strategies, and exchange of exhibition space at the other's events.
8. SSC, SLDRA, and CITY agree to coordinate their youth sport and fitness programs.
9. SSC and the SLDRA each will be recognized as a sponsor at the other's events.
10. SLDRA will work with the SSC to develop ways to retain, expand and enhance the California International Marathon but SLDRA alone will maintain complete management and control of each and every aspect of the marathon.
11. CITY agrees to the terms of this agreement even in the event the SSC is disbanded or for any reason ceases to exist. In that event, any payments due to SSC from SLDRA would be paid to City.
12. This agreement will terminate in the event of dissolution of SLDRA, the event ceases to exist or if the event is not conducted within the city of Sacramento; provided, however, that SLDRA or any successor organization shall pay any amounts due to the City or SSC as of termination, including any unpaid installments described in Section 2.

CITY OF SACRAMENTO

SACRAMENTO LONG DISTANCE  
RUNNING ASSOCIATION

By \_\_\_\_\_

City Manager

By: 


President

By: Margaret A. Adams  
Secretary of Board

SACRAMENTO SPORTS COMMISSION:

By:   
Executive Director

APPROVED AS TO FORM

  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk