



## Legislation Text

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**File #:** 16-587, **Version:** 1

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*Report Prepared by: Jacob Struble, Police Lieutenant, Merced Police Department*

**SUBJECT:** Annual Martin Luther King Jr. Community March and Celebration

### REPORT IN BRIEF

Authorizes the use of City streets for the Annual Martin Luther King March and Celebration.

### RECOMMENDATION

**City Council** - Adopt a motion approving the request by Tamara Cobb and The Martin Luther King Jr. Celebration Committee to close Martin Luther King Jr. Way from West 24th Street to West 8th Street on Monday, January 16, 2017; in order to hold a march and parade as part of a community celebration.

### ALTERNATIVES

1. Approve, as recommended by staff or,
2. Approve, subject to modifications recommended by Council; or,
3. Deny; or,
4. Refer to staff for reconsideration of specific items.

### AUTHORITY

Charter of the City of Merced, Section 200  
City of Merced Municipal Code Section 12.42.010  
State of California Vehicle Code Section 21101(e)

### CITY COUNCIL PRIORITIES

"As provided for in the 2016-17 Adopted Budget"

### DISCUSSION

The march honoring Dr. Martin Luther King Jr. is part of a community-wide celebration that honors Dr. King's leadership, vision and accomplishments.

The march will be held on the local street that was renamed to honor Dr. King, "Martin Luther King Jr. Way." The march will begin on West 24th Street and end at the entrance to the Merced County Fairgrounds that is located on West 8th Street where it intersects with Martin Luther King Jr. Way.

The attached Street Closure request was received from Tamara Cobb and the Martin Luther King Jr. Celebration Committee on December 5, 2017. The request is to temporarily close West 24th Street

between "K" Street and "I" Street from 9:00 a.m. to 11:00 a.m. to organize and stage the parade participants.

Additionally, the request is to close Martin Luther King Jr. Way/State Highway 59 between 24th Street and West 8th Street for the parade route.

The parade will start at 10:00 am and will end at approximately 1:00 pm at the 8th Street entrance to the Merced County Fairgrounds.

The businesses and residences along the march-route should receive ample notification of the event. Chairperson Tamara Cobb and the Martin Luther King Jr. Celebration Committee will be responsible for notifying the businesses and residents along the march-route.

A completed Cal Trans "Encroachment Permit Application" was submitted to Cal Trans on December 14, 2016. Cal Trans will review the application and should approve the encroachment permit contingent upon all ramp and road closures being accomplished in accordance with guidelines provided by Cal- Trans. This is an annual event that has had an encroachment permit issued every year.

As required by the Encroachment Permit, the California Highway Patrol, Cal-Trans and the Merced Police Department will provide traffic control services for the event.

Any additional City services that are needed will be requested separately and from the appropriate departments.

1. By applying for the street closure request, the Permittee shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold City, its officers, employees, agents, and volunteers harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Event Sponsor or Event Sponsor's officers, employees, agents, volunteers and participants during performance of the Event, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Event Sponsor or its officers, employees, agents, volunteers, or participants, or resulting from the negligence of the City, its officers, employees, agents, and volunteers, except for loss caused solely by the gross negligence of the City. Acceptance by City of insurance certificates and endorsements required for this Event does not relieve Event Sponsor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

2. Prior to engaging in the event, Event Sponsor shall provide the City with a Certificate of Liability Insurance evidencing coverage in an amount of no less than \$500,000.00 for property damage and \$500,000.00 for personal injury or a minimum combined single limit coverage of \$500,000.00. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this coverage, naming the City of Merced, its Officers, Employees, and Agents as additional insureds,

must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City. Certificates of Insurance shall also be provided for automobile insurances of all automobiles used for the event. If the Event Sponsor has any employee(s), full worker's compensation insurance shall be provided with a limit of at least \$100,000.00 for any one person as required by law.

3. Failure to comply with any law, rule, or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such cases, shall have the right to appeal said revocation to the City Council.

4. Event Sponsor shall be responsible for placing and removing all traffic barricades and posting of parking restrictions where street is closed. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m).

5. Event Sponsor shall contact all businesses and residences affected by the street closures, advising them of the hours, conditions, and reason thereof within one half mile of the closure area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City with confirmation that the proper notification was given.

6. Event Sponsor shall be responsible for removing all equipment and disposing of any trash and debris within and around the closure areas that is generated from the event prior to the expiration of the closure permit.

7. The applicant shall arrange and pay for special event City Refuse services by contacting Public Works at (209) 385-6800.

8. Event Sponsor shall provide adequate supervision throughout the course and surrounding intersections to ensure the safety of the participants and the public gathered, as required by the police department.

9. No alcoholic beverages may be served or sold at this event.

10. All other provisions addressed in Ordinance #1941, Chapter 12.42 (Temporary Street Closures) shall apply.

## **IMPACT ON CITY RESOURCES**

Police Department staffing for this event consists of:

1. One Sergeant (on-duty)
2. Four Senior Police Officers/SROs (on duty)
3. One Police Reserve
4. Three Citizen Volunteers
5. Four Senior Police Officers (on overtime)
6. Twenty Police Explorer Scouts

## 7. Four Adult Civilian Explorer Scout Advisors (Volunteers)

The Merced Police Department will utilize approximately one (1) Police Sergeants, eight (8) Police Officers, one (1) police reserve officer, three (3) Citizen Volunteers and if available, twenty (20) Police Explorer Scouts and four (4) Adult Civilian Explorer Scout Advisors to conduct traffic control for this event. It is anticipated that four (4) officers will be working the detail on overtime with an approximate cost of \$1,279.56(which includes salary and benefits). If Explorer Scouts are available to work this detail, the City would save approximately \$6,397.80 in wages for officers that would otherwise be called to work the event.

## ATTACHMENTS

1. City of Merced Street Closure Application
2. Certificate of Insurance
3. 2017 MLK March Route