

January 21, 2003

Honorable Mayor and Members of
The Hermosa Beach City Council

Regular Meeting of
January 28, 2003

**GREAT AUTOS OF YESTERYEAR
CLASSIC CAR CLUB DISPLAY ON THE PLAZA
APRIL 26, 2003**

Recommendation

The Parks, Recreation and Community Resources Commission and staff recommend that Council approve the request from Great Autos of Yesteryear Classic Car Club, a non-profit organization, to conduct a Car Club display on the Plaza April 26, 2003 from 10 AM – 3 PM with the following requirements/ waivers:

1. Provide the City with a certificate of Insurance in the amount of \$2 million.
2. Indemnify the City.
3. Provide the City with signed indemnification forms from all event participants.
4. Waive the \$1.20 per participant/spectator fee.
5. Pay for direct staff costs for Community Resources Recreation Supervisor if required.
6. Pay for any Public Works services required (at regular hourly rate).
7. Place oil pans below each vehicle.
8. Retain an 18' continuous fire lane on the Plaza.
9. Provide one fire extinguisher per vehicle.
10. Provide an event notice to Plaza merchants.
11. Supply volunteer security for the event.
12. Set-up hours 8 AM – 10 AM; teardown completed by 4 PM.
13. One adult in front and one behind each vehicle as they enter and exit the Plaza to ensure pedestrian safety (orange vests).

Background

Great Autos of Yesteryear Classic Car Club is an organization dedicated to sharing interests in and displaying classic cars.

There will be (a) no event sponsors, (b) no admission fees, and (c) no entry fees for the vehicles.

Analysis

This off-season event presents little or no impact to the City and does not require additional staffing or Policing. This show will be the fourth annual display of classic cars presented by Great Autos of Yesteryear.

Merchants should embrace this exciting attraction which will increase foot traffic during the day and provide a festive atmosphere on the Plaza.

Fiscal Impact: None

Attachments:

1. Event Fact Sheet
2. Participant Application/Liability Waiver
3. Site Diagram
4. City Contract

Respectfully submitted,

Concur:

Lisa Lynn
Recreation Supervisor

Stephen R. Burrell
City Manager

**GREAT AUTOS OF YESTERYEAR CAR CLUB
CITY OF HERMOSA BEACH
SPECIAL EVENT CONTRACT**

This contract is entered into on January 28, 2003 at Hermosa Beach, California by and between Great Autos of Yesteryear Classic Car Club (CLUB), a non-profit organization and the CITY OF HERMOSA BEACH (CITY), with regards to the "Endless Summer Classic Car Show" Special Event on April 26, 2003.

FEES

CITY shall waive the event administration fee of \$300.

CLUB shall pay direct costs for Police, Community Resources and Public Works staff, if any are required.

All predetermined fees shall be paid two weeks prior to the event.

All unanticipated costs incurred by CITY on behalf of the event shall be paid within 15 days of receiving an invoice from CITY.

CITY shall waive \$1.20 per participant/spectator fee.

SECURITY

Responsibility for event security shall be assumed by CLUB.

Each vehicle shall be provided with a fire extinguisher.

PARKING

An 18' fire lane must be maintained at all times.

CLUB must allow for the safe entry and exit of vehicles with two attendants in orange vests for each entering and exiting vehicle.

CLEAN -UP

CLUB shall be responsible to return the Plaza area to the condition prior to the event. Oil pans shall be provided for all vehicles.

INSURANCE

Ten (10) days prior to the event, CLUB shall provide CITY with a certificate of insurance providing personal injury and property damage liability insurance naming CITY, its officers, employees, and agents as additional insured with a minimum coverage of **\$2 million combined single limit coverage**. Insurance is to be placed with insurers with a current AM Best's rating of no less than A:VII. Said insurance shall not be canceled or altered without 30 days notice in writing to CITY.

CLUB insurers shall be primarily responsible for any and all liability resulting or arising from the performance of the contract and CITY and their insurers shall not be required to contribute. Said insurance's shall not be canceled or terminated without at least ten (10) days written notice to CITY.

CLUB agrees to defend, indemnify and hold CITY harmless from and against any and all liability and expense, including defense costs and legal fees, caused by negligent or wrongful act or omission of the event organizers or its agents, officers and employees, including but not limited to personal injury, bodily injury, death, and property damage.

For insurance purposes, the event area shall be defined to include any and all areas occupied or affected by the event.

CLUB shall provide CITY with signed indemnification forms from all event participants.

ADVERTISING

No commercial sponsors or commercial advertising banners will be permitted on the Plaza.

CLUB may wish to post a sign about the Club or identifying the event itself.

SPECIAL EVENTS

CLUB shall abide by all of the rules and regulations for special events.

CITY shall review all requests for any special events requested to be held as part of said event. CITY shall have the right to deny any and all requests.

MISCELLANEOUS RESPONSIBILITIES OF CLUB.

CLUB will be solely responsible for event management.

CLUB shall be responsible to obtain all necessary County and State health and A-B-C permits as required.

CLUB will provide an event notice to Plaza merchants at least two weeks in advance of the event.

CLUB shall abide by directions set forth by the Public Works Superintendent to protect the Plaza.

CLUB will be financially responsible for any and all damage that may occur on the Plaza or as a result of the event.

CLUB will abide by any additional policies or appropriate fees as established by CITY.

The event shall be conducted in compliance with CITY of Hermosa Beach Noise Ordinances. Ordinances are on file at the Department of Community Resources.

THE CITY OF HERMOSA BEACH RETAINS THE RIGHT TO AMEND, ADD OR DELETE ANY CONDITION(S) OF SAID CONTRACT.

CITY OF HERMOSA BEACH

Mayor

Date

APPROVED AS TO FORM

City Attorney

Date

DEPARTMENT OF COMMUNITY RESOURCES

Director

Date

GREAT AUTOS OF YESTERYEAR CAR CLUB

Director of Operations

Date

ATTEST

City Clerk

Date

