

February 18, 2003

Honorable Mayor and Members of
The Hermosa Beach City Council

Regular Meeting of
March 11, 2003

**ALOHA DAYS COMMITTEE: REQUEST FOR APPROVAL OF “ALOHA DAYS”
LONGBOARD SURF CONTEST & HAWAIIAN FESTIVAL**

Recommendation

The Parks, Recreation, and Community Resource Commission recommends that Council:

1. Approve the request from the Aloha Days Committee to hold their annual surf competition and “Aloha Days” Hawaiian Festival Saturday and Sunday, August 9-10 (vendor booths and beach events), 2003; and
2. Consider requests for (a) fee waivers and (b) funding; and
3. Approve the event contract (Attachment A)

Background

At the February 4, 2003 meeting of the City of Hermosa Beach Parks, Recreation, and Community Resources Commission, the commission agreed the event was low impact and supported a two-day event both for beach activities and vendor booths on lower Pier Avenue.

This is the seventh year for this community event presented by the Aloha Days Committee that combines a longboard surf competition with a Hawaiian festival featuring artisans, performers and food booths.

Attachment B contains: (a) Aloha Days’ proposal/request for approval, (b) event outline, (c) site plan, and (d) budget.

Analysis

In the past six years Council and Commission have been supportive of Aloha Days Surf Contest and Hawaiian Festival as a very enjoyable community activity. Aloha Days organizers have proven to be cooperative with all City requirements and requests. The event remains relatively low impact and requires no street closures.

Event organizers have joined with the Hermosa Beach Historical Society to create a rotating display of surf paraphernalia within the boundaries of the recently expanded historical society museum. In addition, organizers report that proceeds from booth spaces and entry fees will benefit the Hermosa Beach Surf Museum Fund.

The recommended contract contains the same provisions as are standard with event contracts with notable differences to include:

1. Provision for ocean safety review and written approval from the LA County Lifeguards for surf competitions.
2. Requirement for Fire Chief approval of booth layout on lower Pier Avenue and the Pier.
3. Requirement that all food vendor booths erected on the pier head and pier deck areas shall have a protective flooring and/or padding to prevent marks on the pavement.
4. Food booths will be restricted to the Pier deck area only. No food booths permitted on the Plaza (unless the pier is under renovation).
5. Requirement that all vendor booths, with the exception of Hermosa Beach non-profit organizations, must sell Hawaiian arts & crafts or surf-themed items only.

Aloha Days has requested funding from the Downtown Enhancement Fund of \$2,500 to assist with the event costs.

<u>FISCAL IMPACT</u>	
<u>Fees</u>	
• Daily Permit fee @ \$2,047 (Cat.II) X 2 days	\$4,214.00*
• Set Up/Tear Down fees @ \$200/day	400.00*
• Meter Buy-out fees @ \$17.00 per meter X 30 X 2 days	1020.00*
• Police fees @ actual hourly rate	1,136.00
• Event staffing fee @ \$200 X 2 days	400.00
• Public Works/banner fees	236.00*
• Public Works/Plaza steam cleaning	600.00
• Amplification Permit	44.00*
Total	\$8,050.00
Waiver requests/subsidy	5,514.00
Total projected fees	\$2,536.00
<u>Requests for City funding</u>	
◆ Downtown Enhancement Fund	\$2,500.00
Total	\$2,500.00
*Aloha Days requests fee be waived by City Council	

Other Alternatives:

- A. Recommend the Aloha Days Surf Contest and Festival to be held on one day only, August 9, 2003.
- B. Do not approve Special Event application and supporting documents.

Attachments:

- A. Event Contract
- B. Supporting Materials

Respectfully submitted,

Shaunna Donahue
Recreation Supervisor

Concur:

Stephen R. Burrell
City Manager

Note for Fiscal Impact:

Viki Copeland
Finance Director

**ALOHA DAYS COMMITTEE
CITY OF HERMOSA BEACH
COMMERCIAL BEACH EVENT CONTRACT**

This contract is entered into on **March 11, 2003**, at Hermosa Beach, California by and between the **ALOHA DAYS COMMITTEE (ADC)**, a non-profit organization and the **CITY OF HERMOSA BEACH (CITY)** with regards to **“ALOHA DAYS” LONGBOARD SURF CONTEST & HAWAIIAN FESTIVAL** on **AUGUST 9 and 10, 2003**.

FEES

Event fees shall be waived.

ADC shall pay direct costs for Police and Public Works at actual hourly rates.

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

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

LOCATION

- ☐ On Beach, South of the Pier (Surf Competition)
- ☐ On Beach, South of the Pier (Entertainment/Awards Stage and Dressing Tent)
- ☐ Lower Pier Avenue (Festival and Vendor Booths)
- ☐ Parking Lot B (performer parking and event organizers staging)

SECURITY

ADC shall establish a command post in the immediate vicinity of the event. The command post shall be staffed at all times with one (1) representative of ADC.

ADC shall provide no less than six (6) unarmed security officers. Said officers shall wear identifiable uniforms that indicate a separate identity from other event staff.

A representative of the security staff shall meet with the Hermosa Beach Police Department Watch Commander prior to the event for a pre-event briefing.

The private security staff shall be responsible primarily for informing spectators of CITY'S alcohol ordinance.

CITY shall provide Officers for the event as follows: The Chief of Police shall determine the number of Officers necessary from the hours of 8:00 am to 6:00 pm.

CITY shall provide as many Fire/Paramedic personnel for the event as deemed necessary by the Fire Chief.

ADC shall assume cost of Officers and Fire/Paramedic personnel.

ADC shall be required to obtain approval from the Fire Chief of booth layout on lower Pier Avenue and the Pier.

ADC shall maintain a continuous twenty-foot (20') fire lane in the booth areas as specified by the Fire Chief. CITY reserves the right to amend booth locations as necessary for emergency access and fire safety purposes.

CLEAN-UP

ADC shall use a professional maintenance service to clean the following areas of trash on the day of the event:

- ☐ The Beach and Strand (impacted areas).
- ☐ Pier Avenue, from Hermosa Avenue to The Strand.

The maintenance service shall be responsible for hauling the trash outside the CITY following the event.

ADC shall be responsible for the steam cleaning of the Pier Plaza, on Pier Avenue from Hermosa Avenue to the Strand, and the Pier head itself, upper and lower levels.

ADC shall be responsible to provide adequate trash receptacles at the following locations:

- ☐ Beach (impacted area).
- ☐ Strand (impacted area).
- ☐ Pier Plaza.
- ☐ And, additional trash receptacles as CITY requires.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SERVICES

ADC shall assume all costs for any additional lifeguards each day of tournament if required by Los Angeles County Lifeguards.

ADC shall be responsible to obtain written approval from the Los Angeles County lifeguards on the ocean safety conditions before the event can take place. Any cost for County services will be borne by ADC.

INSURANCE

At least ten (10) days prior to the event, ADC shall provide CITY a Certificate of Insurance providing personal injury and property damage liability insurance naming CITY, and County of Los Angeles, their 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 and County.

ADC insurers shall be primarily responsible for any and all liability resulting or arising from the performance of the contract and CITY and County and their insurers shall not be required to contribute.

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

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

ADVERTISING

CITY shall permit street banners to be posted for the event.

PARKING

ADC shall be required to post temporary "No Parking" signs 24-72 hours in advance of event (as directed by CITY), and be responsible for the removal of signs on final event day. ADC shall use plastic cable ties to secure the signs.

ADC shall provide barricades and cones for use at pre-approved parking lots and other areas as deemed necessary by CITY staff.

At no time may ADC block emergency vehicle access. CITY may revoke at parking privileges anytime.

SPECIAL EVENTS

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

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF CITY

CITY shall allow ADC the opportunity to sell concession items at Pier Plaza and Pier head per certain conditions.

Merchants on lower Pier Avenue will be permitted to display wares and/or create outdoor dining areas for the duration of the event at no charge to the merchants.

All vendor booths with the exception of Hermosa Beach non-profit organizations may sell Hawaiian arts and crafts and/or ADC theme items only.

All food vendor booths erected in the Plaza area shall have a protective flooring and/or padding to prevent marks on the pavement.

Food sales are allowed on the Pier head only.

Vendor sales are prohibited on the beach.

All concession items must be approved by CITY prior to event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF ADC

ADC shall be responsible to obtain all necessary County and State health permits as required.

ADC is responsible to ensure that all relevant Health Dept. and CITY codes are adhered to.

ADC will be required to obtain an amplification permit.

Event shall be conducted in compliance with CITY Noise Ordinances. Ordinances are on file at the Department of Community Resources.

ADC will be solely responsible for event management.

ADC will notify all impacted residents/merchants about the competition and festival.

ADC shall be responsible for posting “No Alcohol” signs prohibiting the use of alcohol on the beach and Plaza.

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

CITY RESERVES THE RIGHT TO AMEND AND/OR TERMINATE THIS CONTRACT AT ANY TIME.

CITY OF HERMOSA BEACH

Mayor

Date

APPROVED AS TO FORM

City Attorney

Date

DEPARTMENT OF COMMUNITY RESOURCES

Director

Date

ALOHA DAYS COMMITTEE

Director of Operations

Date

ATTEST

City Clerk

Date