

April 1, 2003

Honorable Mayor and Members of
The Hermosa Beach City Council

Regular Meeting of
April 8, 2003

2003 COMMERCIAL EVENT APPLICATIONS

Recommendation

The Parks, Recreation, and Community Resources Commission recommends that Council approve the events as listed below and the contracts as provided in Attachment B.

| EVENT | DATE | FEES (estimated) |
|--|------------|------------------|
| 1. IMG - Beach Bash 2003 | June 6-8 | \$46,716.00 |
| 2. EVP Tour – Pro Am Beach Volleyball Tournament | June 21 | \$ 6,901.00 |
| 3. So Cal Foundation – Beach Volleyball Tournament | July 19 | \$939.00 |
| 4. MESP – Hermosa Beach Triathlon | October 12 | \$10,526.00 |

Note: Complete applications and event information are available for public review at:

- 1. Hermosa Beach Library**
- 2. Hermosa Beach Police Station**
- 3. Hermosa Beach City Manager’s Office**
- 4. Hermosa Beach City Clerk’s Office**

Background

The City received four applications for commercial events on the beach. Applicants: IMG, EVP Tour, and MESP paid the City a \$500 deposit as required by the special event policy. So Cal Foundation for Children, a local non-profit has requested an application fee waiver.

Attachment A provides the Council with a grid that identifies: (a) years the event has been held in the City, (b) proposed event dates, and (c) projected City fees. Attachment B includes: (a) event applications, (b) site maps, (c) event contracts.

At their March 5, 2003 meeting, the Commission reviewed and approved the 2003 commercial events. This item has been posted as a Public Hearing and was advertised as such in the newspaper.

Analysis

The attached contracts and policies have been developed by the City through several years of experience in staging commercial events. The City and event operators have worked together through the years in

order to consider the needs of residents and to account for potential opportunities for local businesses in the assembly and conduct of these events.

Not only have special events provided local residents and visitors with an opportunity to enjoy world class sporting and cultural events, but they have also given the downtown area commerce and media exposure as a result of their existence here.

IMG - BEACH BASH 2003

As identified in Attachment A, IMG's set-up encompasses nine days (tear-down is five days.) It is important to note that the work will be minimal (no trucks) on the weekend of May 31-June 1, in order to accommodate weekend beach activities. This set-up time is required to create the unique venue inclusive of the "Soul Bowl" and "Side Out Playground."

The entertainment venue for 2003 will not change from last year. Specifically, there will not be any activities taking place on the south side of the Pier. The "Soul Bowl", and "Center Court" will return. As indicated in Attachment B, the "Side Out Playground" perimeter will be extended to allow more room for families; however, the venue itself will not increase. The deletion of the Cuervo Gold Activity/Promotion area adjacent to 14th Street facilitates this change. Pending event approval, the Hermosa Beach Police Department would like to utilize the playground area to promote their street safety program.

The size of Beach Bash and some operational issues from previous years required staff and IMG to spend considerable time in pre-event and evaluative meetings. Issues regarding safety and construction management have been discussed with IMG. Solutions to these areas of concern were successfully addressed last year. Venue reduction of Beach Bash 2002, substantially decreased number of spectators, compared to Beach Bash 2001.

In addition to Beach Bash, the City has worked with IMG on prior events including a Beach Volleyball Qualifier for the 1996 Olympics. As one of the largest sports agencies in the world, IMG has the experience and resources to produce events that are professionally presented, reflecting positively on the City and sponsors alike. Per the attached application, the fiscal impact of this event on the City is realized with hotel bookings, parties, and donations to local charities.

EVP Tour – PRO AM BEACH VOLLEYBALL TOURNAMENT

Sports Endeavors Inc. (EVP Tour) has been in business for eleven years promoting beach volleyball programs. The Amstel Light Pro-Am Volleyball tour has twelve (12) stops on both east and west coasts. The series attracts players from Chicago, Miami, New York, and Los Angeles. The event format is professional beach volleyball competition, spectator contests, and an amateur volleyball tournament open for local teams. The one-day tournament is open to all levels of play.

This is a repeat event for the City. The summer tournaments have been successful and well managed. The EVP Tour has produced many volleyball tournaments, primarily in Chicago and Michigan City.

SO CAL FOUNDATION FOR CHILDREN

The So. Cal. Foundation for Children (SCFC) raises funds for scholarships and the purchase of gifts for children that would otherwise go without presents during the holiday season. The organization provides educational guidance and athletic opportunity to underprivileged youth in the South Bay and Los Angeles areas.

The So. Cal. Foundation for Children is recognized by the City of Hermosa Beach as a local service organization. In accordance with policy, 100% of all proceeds will be donated to the foundation.

This is a repeat event for the City. Tournament Director, Bill Sigler, has proven to be successful in the operation of other local charity events and volleyball tournaments.

MESP – HERMOSA BEACH TRIATHLON

The Hermosa Beach Triathlon is a repeat event for the City. This event is recreational and as such, the contract does not focus on impacts from large spectator crowds. MESP operators have abided by their contractual requirements in past years and have presented successful and safe events in Hermosa Beach.

Parking issues from fall of 2000 required staff and MESP to spend considerable time in evaluative discussions. Solutions to this area of concern were successfully addressed and implemented in both 2001 and 2002. MESP substantially increased distribution of information flyers prior to the event, “No Parking” signs were posted further in advance, and improvements were made with regard to notifying local car owners.

| |
|--|
| <p>Fiscal Impact: \$64,542 revenue to the General Fund \$23,327 of the \$64,542 pays for direct costs and city overhead charges. \$30,000 estimated donations (Target/Mervyn’s)</p> |
|--|

Attachments:

- A: City of Hermosa Beach: 2003 Commercial Event Grid
- B: Event applications, site plans, contract
- C: City’s Special Event Policy
- D: 2003 Tentative Special Event Calendar (includes City and Community events)

Respectfully Submitted,

Concur,

Lisa Lynn
Recreation Supervisor

Stephen R. Burrell
City Manager

Viki Copeland
Finance Director

CITY OF HERMOSA BEACH: 2003 COMMERCIAL EVENTS

| APPLICANT | Pigskins on the Beach | IMG | EVP Tour | So Cal Foundation for Children | MESP Marketing |
|-------------------------|---|--|--|---|--|
| EVENT/YEAR | Semi-Professional Flag Football 1 st Year | California Sports Beach Festival 5 th Year | Pro Am Beach Volleyball Tournament 3 rd Year | Beach Volleyball Tournament 2 nd Year | Hermosa Beach Triathlon 12 th Year |
| DATES/ LOCATION | April 11,12,13 Beach | June 6,7,8 Beach/Plaza | June 21 Beach | July 19 Beach | October 12 Beach/Plaza |
| SET-UP | April 11 | May 28,29,30,31 June 1, 2, 3,4,5 | June 21 | July 19 | October 12 |
| TEAR-DOWN | April 13 | June 9,10,11,12 | June 21 | July 19 | October 12 |
| CATEGORY | II | III | II | II | II |
| ADMISSION CHARGES | No | No | No | No | No |
| SHUTTLE BUS REQUIRED | No | Yes | No | No | No |
| INSURANCE | 2 Million | 6 Million | 2 Million | 2 Million | 2 Million |
| FILMING | No | Yes | No | No | No |
| SEASON | Off-Season | Summer | Summer | Summer | Off-Season |
| FEES (ESTIMATE): | | | | | |
| Permit | 6,321.00 | 11,490.00 | 2,107.00 | Waived | 2,107.00 |
| Set-up/Tear Down | N/A | 2,600.00 | 400.00 | N/A | 400.00 |
| Police | 3,408.00 | 9,936.00 | 992.00 | 639.00 | 4,830.00 |
| Fire/Paramedic | N/A | 5,130.00 | N/A | N/A | N/A |
| CR Staff | 900.00 | 900.00 | 300.00 | 300.00 | 300.00 |
| Public Works | N/A | 2,600.00 | N/A | N/A | N/A |
| Admission | N/A | N/A | N/A | N/A | N/A |
| Film Permit | N/A | 383.00 | N/A | N/A | N/A |
| Location Fees | N/A | 2,682.00 | N/A | N/A | N/A |
| Business License | 298.00 | 298.00 | 298.00 | Waived | 298.00 |
| Banner | 236.00 | 472.00 | 472.00 | N/A | N/A |
| Co-Sponsor | 400.00 | 1,000.00 | 300.00 | N/A | 200.00 |
| Parking | 408.00 | 9,180.00 | 68.00 | Waived | 2,346.00 |
| Amp. Permit | 45.00 | 45.00 | 45.00 | Waived | 45.00 |
| TOTAL | \$12,016.00 | \$46,716.00 | \$4,982.00 | \$939.00 | \$ 10,526.00 |

CITY OF HERMOSA BEACH
2003 Tentative Special Event Calendar

| | |
|-----------------------|--|
| 3-9-03 | 51st Annual Sand & Strand Run |
| 3-15 & 3-16 | St. Patrick's Day Parade & Festival |
| 3-22-03 | CBVA Volleyball Tournament |
| 4-4-03 | Flashlight Egg Hunt |
| 4-5-6 & 4-12-13 | Hermosa Beach Tennis Open |
| 4-11 to 4-13 | Pigskins Beach Flag Football Tournament |
| 4-19-03 | Spring Egg Hunt |
| 4-19-03 | CBVA Volleyball Tournament |
| 4-26-03 | Endless Summer Car Show |
| 5-04-03 | Dog Parade & Trick Show |
| 5-17-03 | Little League Annual Fundraiser @ Hennessy's |
| 5-24 to 5-26 | Fiesta Hermosa |
| 5-24 to 5-26 | CBVA Volleyball Tournament |
| 5-30 to 6/1-2 & 6/6-8 | Open Tennis Tournament |
| 6-6 to 6-8 | Mervyn's Beach Bash |
| 6-21-03 | EV Pro Am Volleyball Tournament |
| 6-28-03 | Valley Park Camp-Out |
| 7-12-03 | Hennessy's Cup Paddleboard Championship |
| 7-12 & 7-13 | AAU Volleyball Championships |
| 7-13-03 | Sunset Concert #1 |
| 7-20-03 | Sunset Concert #2 |
| 7-27-03 | Sunset Concert #3 |
| 8-1 to 8-3 | International Surf Festival & Health Fair |
| 8-7 & 8-8 | Shakespeare by the Sea |
| 8-03-03 | Sunset Concert #4 |
| 8-9 & 8-10 | Aloha Days Surf Contest & Festival |
| 8-30 to 9-1 | Fiesta Hermosa |
| TBD | Lawn Bowling Open House |
| 9-6 & 9-7 | CBVA Volleyball Tournament |
| 9-20-03 | California Coastal Clean Up |
| 9-21-03 | Community Picnic |
| 10-12-03 | Hermosa Beach Triathlon |
| 10-31-03 | Halloween Howl |
| 11-11-03 | Veteran's Day Memorial Service |
| 12-4-03 | Tree Lighting Ceremony |
| 12-6-03 | Sand Snowman Contest |
| 12-31-03 | New Year's Eve Celebration |

**SPORTS ENDEAVORS, INC. (EVP TOUR)
CITY OF HERMOSA BEACH
COMMERCIAL BEACH EVENT CONTRACT**

This contract is entered into on **April 8, 2003**, at Hermosa Beach, California by and between **SPORTS ENDEAVORS, INC. (EVP TOUR)**, a Sporting Events Promoter, and the **CITY OF HERMOSA BEACH (CITY)** with regards to the **PRO AM BEACH VOLLEYBALL TOURNAMENT** on **JUNE 21, 2003**.

FEES

Permit fee shall be \$2,107 per event plus set up/tear down fee of \$200 per day and other CITY fees as required.

The \$500 application deposit will be applied toward the permit fee and will be refunded only if the permit request is denied by CITY.

All predetermined costs/fees shall be paid two weeks prior to the tournament.

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

LOCATION

~~///~~ On Beach, North of the Pier

~~///~~ Tournament operations and staging are subject to change if necessary due to CITY construction.

SECURITY

CITY shall establish a command post in the immediate vicinity of the tournament. The command post shall be staffed at all times with one (1) representative of the Hermosa Beach Police Department and (1) one representative of EVP TOUR.

EVP TOUR shall provide no less than four (4) unarmed security officers. Said officers shall wear identifiable uniforms that indicate a separate identity from other tournament staff.

A representative of the security staff shall meet with the Hermosa Beach Police Department Watch Commander prior to the tournament 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 each day of the event as follows: One **(1) Officer** from 10:00 a.m. - 6:00 p.m., or as many Officers as deemed necessary by the Chief of Police.

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

Cost of officers and Fire/Paramedic personnel shall be assumed by EVP TOUR

CLEAN -UP

EVP TOUR shall use a professional maintenance service to clean the following areas each day of the tournament:

?? The Beach and Strand (impacted area)

?? Pier Avenue (impacted area)

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

EVP TOUR shall provide additional trash receptacles at the following locations:

?? Beach (impacted area)

?? Strand (impacted area)

?? And, additional trash receptacles as CITY requires

EVP TOUR shall provide: Three (3) portable toilets that include one (1) handicap toilet at the base of the Pier on the south side. CITY staff will determine if additional toilets or trash receptacles are needed.

EVP TOUR shall take the necessary steps to encourage participants and require sponsors to use recycling bins for appropriate materials. EVP TOUR shall make arrangements for such bins.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SERVICES

CITY shall make any necessary contacts on behalf of the event with the Los Angeles County Department of Beaches and Harbors.

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

If EVP TOUR desires any County services, they must process their request through CITY. Any costs for County services will be borne by EVP TOUR

INSURANCE

At least ten (10) days prior to the event, EVP TOUR 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 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.

EVP TOUR 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.

EVP TOUR 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 EVP TOUR its agents, officers and employees, including but not limited to, personal injury, bodily injury, death and property damage.

CO-SPONSORS

A fee of \$100 each shall be charged for all co-sponsors with each co-sponsor permitted one display booth. All co-sponsors must meet with CITY approval prior to the event.

ADVERTISING

EVP TOUR shall be required to make announcements informing spectators of CITY'S alcoholic beverage ordinance as deemed necessary by Hermosa Beach Police. Signage regarding the CITY'S alcohol ordinance shall be required by EVP TOUR. CITY staff shall determine criteria for size, wording and locations for posting.

All sponsor signs, props, product facsimiles, etc. deemed necessary by EVP TOUR to identify the event, shall be approved as to location and content by CITY. CITY will not unnecessarily deny said approval and will not curtail certain constitutional rights of EVP TOUR

CITY shall permit two (2) street banners to be posted for tournament. Cost of installation shall be the responsibility of EVP TOUR

CITY shall permit EVP TOUR to display six (6) large replicas of their product. CITY staff shall have final approval of said replicas and determine location.

PARKING

EVP TOUR 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. EVP TOUR shall use plastic cable ties to secure the signs.

At no time may EVP TOUR block emergency vehicle access. Parking privileges may be revoked at anytime by CITY.

SPECIAL EVENTS

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

CITY Council must approve any/all requests for bands/concerts prior to the event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF CITY

CITY reserves the right to use the stadium for civic or recreational events or activities.

CITY shall allow EVP TOUR the opportunity to sell official EVP TOUR concession items per certain conditions:

- ?? No food or beverage concessions shall be permitted on the Beach or in the Pier Plaza area,
- ?? Free sampling booths will be permitted on the beach, per City conditions and Health Department approval,
- ?? All concession items must be approved by CITY prior to event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF EVP TOUR

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

EVP TOUR will be required to obtain an amplification permit from CITY.

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

EVP TOUR will be solely responsible for event management.

EVP TOUR shall provide barricades and cones for use at pre-approved street closures and other areas as deemed necessary by CITY staff.

EVP TOUR shall designate area for spectators to store alcoholic beverages.

EVP TOUR will abide by any additional policies or appropriate fees as established by the CITY.

EVP TOUR shall be responsible for all prize money, equipment, sound system and necessary personnel for conducting said tournament.

EVP TOUR shall only set up/tear down between the hours of 8:00 a.m. and 9:00 p.m. on scheduled days.

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

SPORTS ENDEAVORS, INC.

Director of Operations

Date

ATTEST

City Clerk

**INTERNATIONAL MANAGEMENT GROUP
CITY OF HERMOSA BEACH
COMMERCIAL BEACH EVENT CONTRACT**

This contract is entered into on **April 8, 2003**, at Hermosa Beach, California by and between the **INTERNATIONAL MANAGEMENT GROUP (IMG)** and the **CITY OF HERMOSA BEACH (CITY)** with regards to the **IMG – California Sports Festival** on **JUNE 6 - JUNE 8, 2003**.

FEES

Permit fee shall be \$3,830 per day, plus set up/tear down fee of \$200 per day and other CITY fees as required.

The \$500 application deposit will be applied toward the permit fee and will be refunded only if the permit request is denied by CITY.

All predetermined costs/fees shall be paid two weeks prior to the tournament.

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

LOCATION

- ☒ On Beach and North of the Pier
- ☒ Pier Plaza
- ☒ Tournament operations and staging are subject to change if necessary

SECURITY

CITY shall establish a command post in the immediate vicinity of the tournament. The command post shall be staffed at all times with one (1) representative of the Hermosa Beach Police Department and one (1) representative of IMG.

IMG shall provide no less than ten (10) unarmed security officers. Said Officers shall wear identifiable uniforms that indicate a separate identity from other tournament staff.

A representative of the security staff shall meet with the Hermosa Beach Police Department Watch Commander prior to the tournament 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: **Six (6) Officers each day of the event**, or as many Officers as deemed necessary by the Police Chief.

CITY shall provide Fire/Paramedic personnel for the event as follows: **Three (3) Fire/Paramedic each day of the event**, or as many Fire/Paramedic deemed necessary by the Fire Chief.

Cost of Officers and Fire/Paramedic personnel shall be assumed by IMG.

SET-UP

- ?? All event personnel and construction crew members must wear orange safety vests or orange t-shirt at all time during set-up and tear-down. Venue site will be closed if this procedure is not adhered to.
- ?? All vehicles entering and exiting the Strand must have an orange-vested crew member in front and behind each vehicle while it is in motion.

EVENT OPERATION

- ?? The venue will not open until the fire inspection has passed and engineer has signed off on inspection sheet.
- ?? IMG is responsible for securing site and disallowing entrance to the public until inspection has passed each day.

CLEAN-UP

IMG shall use a professional maintenance service to clean the following areas each day of the tournament:

- ?? The Beach and Strand, (impacted area)
- ?? Pier Avenue, (impacted area)

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

IMG shall provide additional trash receptacles at the following locations:

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

IMG shall use Consolidated Waste to provide: One (1) 30 yard roll-off trash bin on 11th Street at Beach Drive and six (6) portable toilets that includes one (1) handicap toilet at the base of the Pier on the south side. CITY staff will determine if additional toilets are needed.

IMG shall take necessary steps to encourage participants and require sponsors to utilize recycling bins for appropriate materials. IMG shall make arrangements for such bins.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SERVICES

CITY shall make any necessary contacts on behalf of the event with the Los Angeles County Department of Beaches and Harbors.

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

If IMG desires any County services, they must process their request through CITY. Any costs for County services will be borne by IMG.

INSURANCE

At least ten (10) days prior to the event, IMG 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 with \$4 million in excess liability**. 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.

IMG 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.

IMG 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 IMG, its agents, officers and employees, including, but not limited to, personal injury, bodily injury, death and property damage.

CO-SPONSORS

A fee of \$100 each shall be charged for all co-sponsors; with each co-sponsor permitted one display booth. All co-sponsors must meet with CITY approval prior to event.

ADVERTISING

IMG shall be required to make announcements informing spectators of CITY'S alcoholic beverage ordinance as deemed necessary by Hermosa Beach Police. Signage regarding CITY'S alcohol ordinance shall be required by IMG. CITY staff shall determine criteria for size, wording and locations for postings.

All sponsor signs, props, product facsimiles, etc. deemed necessary by IMG to identify the event, shall be approved as to location and content by CITY. CITY will not unnecessarily deny said approval and will not curtail certain constitutional rights of IMG.

CITY shall permit two street banners to be posted for tournament. Cost of installation shall be the responsibility of IMG.

CITY shall permit IMG to display six (6) large replicas of their product. CITY staff shall have final approval of said replicas and determine location.

PARKING

IMG 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. IMG shall use plastic cable ties to secure the signs.

IMG shall be required to make announcements indicating: 1) where there is free parking; and, 2) that CITY will strictly enforce all traffic and parking regulations.

IMG shall provide a shuttle bus service from a major satellite point(s) on the outskirts of or outside of CITY. IMG shall provide directional signs and advertisement which shall be approved in advance by CITY. Information regarding shuttle bus service shall be included in all tournament advertisements.

At no time may IMG block emergency vehicle access. Parking privileges may be revoked at anytime by CITY.

SPECIAL EVENTS

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

CITY Council must approve any/all requests for bands/concerts prior to the event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF CITY

CITY reserves the right to use the stadium for civic or recreational events or activities.

CITY shall allow IMG the opportunity to sell official IMG tournament concession items pursuant to certain conditions:

- ?? No food or beverage concessions shall be permitted on the Beach or in the Pier Plaza area,
- ?? Free sampling booths will be permitted on the beach, per CITY conditions and Health Department approval; and,
- ?? All concession items must be approved by CITY prior to event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF IMG

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

IMG will be required to obtain an amplification permit from CITY.

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

IMG will be solely responsible for event management.

IMG shall be responsible to protect the lower Pier (plaza) surface per the Department of Public Works.

IMG shall provide barricades and cones for use at pre-approved street closures and other areas as deemed necessary by CITY staff.

IMG shall designate area for spectators to store alcoholic beverages.

IMG shall maintain public access openings on the Strand Wall (Pier).

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

IMG shall be responsible for all prize money, equipment, sound system and personnel necessary for conducting said tournament.

IMG shall set up/tear down between the hours of 8:00 a.m. and 9:00 p.m. on scheduled days.

At CITY'S option, IMG is required to display and permit CITY representatives to present a perpetual trophy to tournament winners following the finals.

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

INTERNATIONAL MANAGEMENT GROUP

Director of Operations

Date

ATTEST

City Clerk

Date

**MESP
CITY OF HERMOSA BEACH
COMMERCIAL BEACH EVENT CONTRACT**

This contract is entered into on **April 8, 2003** at Hermosa Beach, California by and between **MESP (Michael Epstein Sports Productions)**, a Sporting Events Promoter, and the **CITY OF HERMOSA BEACH (CITY)** with regards to **TRIATHLON AND FESTIVAL** on **OCTOBER 12, 2003**.

FEES

Permit fee shall be \$2,107 plus set up/tear down fee of \$200 per day and other CITY fees as required.

The \$500 application deposit will be applied toward the permit fee and will be refunded only if the permit request is denied by CITY.

All predetermined costs/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.

LOCATION

- ✍✍ Pier Plaza
- ✍✍ Base of Pier
- ✍✍ On Beach, North and South of the Pier
- ✍✍ Strand
- ✍✍ Triathlon Route (See attached diagram)
- ✍✍ Event operations and staging are subject to change if necessary due to CITY construction

SECURITY

CITY shall establish a command post in the immediate vicinity of the tournament. The command post shall be staffed at all times with one (1) representative of the Hermosa Beach Police Department and one (1) representative of MESP.

CITY shall provide Officers for the event as follows: **Fourteen (14) Officers (average of 2-4 hours)** from 7:00 a.m., or as many Officers as deemed necessary by the Chief of Police.

CITY may require MESP to provide additional unarmed security guards and the cost shall be borne by MESP.

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

Cost of officers and fire/paramedic personnel shall be assumed by MESP.

CLEAN-UP

MESP shall use a professional maintenance service to provide additional trash receptacles (at the following locations), clean the area, and haul the trash outside CITY following the event:

- ?? Pier Avenue (impacted area)

?? Beach (impacted area)

?? Strand (impacted area)

?? And, additional trash receptacles as CITY requires

MESP shall use Consolidated Waste to provide: One (1) 3 yard trash bin on 11th Street at Beach Drive and six (6) portable toilets that includes one (1) handicap toilet at the base of the Pier on the south side. CITY staff will determine if additional toilets are needed.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SERVICES

CITY shall make any necessary contacts on behalf of the event with the Los Angeles County Department of Beaches and Harbors.

MESP shall assume all costs for any additional lifeguards each day of event if required by Los Angeles County Lifeguards. The County shall have the authority to cancel or re-route the swim portion of the race depending on surf conditions. CITY requires written confirmation from the County on the number of Lifeguards needed to ensure maximum safety for the swim portion of the event.

If MESP desires any County services, they must process their request through CITY. Any costs for County services will be borne by MESP.

INSURANCE

At least ten (10) days prior to the event, MESP 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.

MESP 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 all areas occupied or affected by the event.

MESP 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 MESP its agents, officers and employees, including, but not limited to, personal injury, bodily injury, death and property damage.

All participants will be required to show waivers on behalf of CITY. MESP will assume full responsibility for ensuring the waivers are signed by said participant and shall assume cost for reproduction of waivers.

CO-SPONSORS

A fee of \$100 each shall be charged for all co-sponsors with each co-sponsor permitted one display booth. All co-sponsors must meet with CITY approval prior to event.

ADVERTISING

All sponsor signs, props, product facsimiles, deemed necessary by MESP to identify the event, shall be approved as to location and content by CITY. CITY will not unnecessarily deny said approval and will not curtail certain constitutional rights of MESP.

CITY shall permit two (2) street banners to be posted for the event. Cost of installation shall be the responsibility of MESP.

PARKING

MESP shall be required to post temporary "No Parking" signs along the race course where appropriate 72 hours in advance of event (as directed by CITY) and be responsible for reposting as required, as well as, removal of signs on event day. MESP shall use plastic cable ties to secure the signs.

MESP shall be required to direct participant parking in CITY lots through advertising and race flyers.

All costs to reserve parking will be paid by MESP.

At no time may MESP block emergency vehicle access. Parking privileges may be revoked at anytime by CITY.

SPECIAL EVENTS

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

CITY Council must approve any/all requests for bands/concerts prior to the event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF CITY

CITY shall allow MESP the opportunity to sell official MESP concession items pursuant to certain conditions:

?? No food or beverage concessions shall be permitted; and,

?? Free sampling booths will be permitted on the beach, per CITY conditions and Health Department approval: and,

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

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF MESP

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

MESP will be required to obtain an amplification permit from CITY.

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

MESP will be solely responsible for event management.

MESP shall be responsible for the protection of lower Pier (plaza) surface, per the Department of Public Works.

MESP shall notice all affected residents and businesses of race. CITY staff shall determine areas to be noticed.

MESP shall provide barricades and cones for use at pre-approved street closures and other areas as deemed necessary by CITY staff.

MESP shall provide adequate detour signs to identify alternate driving routes through the CITY.

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

MESP shall be responsible for all prize money, equipment, sound system and personnel necessary for conducting such an event.

MESP shall only set up/tear down between the hours of 8:00 a.m. and 9:00 p.m. on scheduled days.

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

MESP

Director of Operations

Date

ATTEST

City Clerk

Date

**SO. CAL FOUNDATION FOR CHILDREN
BEACH VOLLEYBALL TOURNAMENT
SPECIAL EVENT CONTRACT**

This contract is entered into on **April 8, 2003**, at Hermosa Beach, California by and between **SO. CAL. FOUNDATION FOR CHILDREN**, a non-profit organization, and the **CITY OF HERMOSA BEACH (CITY)** with regards to a **BEACH VOLLEYBALL TOURNAMENT** on **SATURDAY, JULY 19th, 2003**.

FEES

The So. Cal. Foundation for Children shall pay for any direct City staff costs associated with monitoring the event.

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

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

Per participant/spectator fees are waived.

LOCATION

Competition on Beach, North of the Pier.

POLICE/FIRE/SECURITY

CITY shall provide Officers for the event as follows: one (1) officer each day, or as many officers as deemed necessary by the Police Chief.

CITY shall provide Fire/Paramedic personnel for the event if the Fire Chief determines that it is necessary to ensure event safety.

All costs of the Officers and Fire/Paramedic personnel shall be assumed by the So. Cal. Foundation for Children.

CLEAN-UP

The So. Cal. Foundation for Children shall be responsible to clean all areas occupied or affected by the event.

The So. Cal. Foundation for Children shall be responsible for hauling the trash collected outside CITY at end of event.

The So. Cal. Foundation for Children will provide four (4) portable toilets that include one (1) handicap toilet at the base of the Pier on the south side.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS SERVICES

The So. Cal. Foundation for Children shall assume all costs for any additional lifeguards each day of tournament if required by Los Angeles County Lifeguards.

CITY shall make any necessary contacts on behalf of the event with the Los Angeles County Department of Beaches and Harbors. If So. Cal. Foundation for Children desires any County services, they must process their request through CITY. Any costs for County services will be borne by So. Cal. Foundation for Children.

INSURANCE

At least ten (10) days prior to the event, So. Cal. Foundation for Children 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** for both dates. 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.

The So. Cal. Foundation for Children 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.

The So. Cal. Foundation for Children 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 So. Cal. Foundation for Children, 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. Cost of installation shall be borne by So. Cal. Foundation for Children.

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.

The So. Cal. Foundation for Children shall abide by all CITY rules and regulations for special events.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF USSF

The So. Cal. Foundation for Children shall provide CITY with copies of signed waiver forms from all event participants.

The So. Cal. Foundation for Children 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.

The So. Cal. Foundation for Children will be solely responsible for event management.

The So. Cal. Foundation for Children will notify all affected residents/merchants about the competition and festival.

The So. Cal. Foundation for Children 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

DIG FOR KIDS FOUNDATION So. Cal. Foundation for Children

Director of Operations

Date

SO. CAL. FOUNDATION FOR CHILDREN

Date

ATTEST

City Clerk

Date