

November 19, 2002

Honorable Mayor and Members of
The Hermosa Beach City Council

Regular Meeting of
November 26, 2002

<p style="text-align: center;">COMMERCIAL EVENT APPLICATION FOR: PIGSKINS ON THE BEACH FLAG FOOTBALL COMPETITION</p>

Recommendation

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

EVENT	DATE	FEES (estimated)
Pigskins on the Beach, Inc. Semi-Pro Flag Football Tournament	April 11-13, 2003	\$11,208.00

Background

The City received a written request and event application from Pigskins on the Beach Inc. July 29, 2002. The event consists of a three-day tournament featuring semi-professional flag football competition, a youth flag football championship game, a celebrity game, passing contests, and a 'beachwear' fashion show.

Analysis

Event organizers, Lester B. Jackson, James Washington, and Michael Challgren have combined their efforts to produce this inaugural event. Lester B. Jackson is the founder of the annual 'Hoops by the Beach' outdoor basketball tournament in Venice Beach. Sponsored by NIKE, the commercial event has a ten-year history. James Washington, a retired Dallas Cowboy player is the Director of the benefiting organization of this event, Goals for Life. Michael Challgren is a local South Bay attorney. See Attachment C for Hoops by the Beach overview, and resumes of James Washington and Michael Challgren.

The proposed event will monetarily assist the Retired National Football League Players Association by contributing a percentage of event proceeds to its Goals for Life Foundation, a goal-orientated program structured for at-risk youth (see Attachment D).

The event will occupy the beach area on the north side of the Pier as indicated on the attached site map. Over the course of three days, eight teams will compete for the Championship title in a round robin format. (See Attachment B for site map and event schedule.)

Fiscal Impact:	\$11,208.00 to the General Fund \$4,308.00 of the \$11,208.00 to pay for direct City costs.
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Attachments:

- A. Commercial Event Grid
- B. Pigskins on the Beach Inc.: Event application, event schedule, site map, and contract
- C. Background information pertinent to event organizers
- D. Goals for Life Foundation description

Respectfully submitted,

Concur:

Lisa Lynn
Recreation Supervisor

Stephen R. Burrell
City Manager

Noted for Fiscal Impact:

Viki Copeland
Finance Director

Pigskins on the Beach, Inc.
CITY OF HERMOSA BEACH
COMMERCIAL BEACH EVENT CONTRACT

This contract is entered into on **November 26, 2002**, at Hermosa Beach, California by and between **Pigskins on the Beach Inc.**, a Sporting Events Organization, and the **CITY OF HERMOSA BEACH (CITY)** with regards to the Semi-Pro Flag Football Tournament on April 11-13, 2002.

FEES

Event fee shall be \$2,107.00 per day plus set up/tear down fee of \$200 per day and other CITY fee 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

- North Side of Pier
- Event operations and staging are subject to change if necessary

SECURITY

CITY may 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 Pigskins on the Beach Inc.

Pigskins on the Beach Inc. 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 event for a pre-event briefing.

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

CITY shall provide Officers for each day of the event as follows: **Two (2) Officers** from 9:00 AM - 5:00 PM, 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 Pigskins on the Beach Inc.

CLEAN -UP

Pigskins on the Beach Inc. shall use a professional maintenance service to clean the following areas each day of the event:

- Strand and affected beach areas

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

Pigskins on the Beach Inc. shall provide additional trash receptacles at the following locations:

- North side of pier (impacted area)
- Strand (impacted area)
- And, additional trash receptacles as CITY requires

Pigskins on the Beach Inc. shall use Consolidated Waste to provide: One (1) 3 yard trash bin on 11th Street at Beach Drive and four (4) 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.

Pigskins on the Beach Inc. shall take the necessary steps to encourage participants and require sponsors to utilize recycling bins for appropriate materials. Pigskins on the Beach Inc. shall make arrangements for such bins.

INSURANCE

At least ten (10) days prior to the event, Pigskins on the Beach Inc. 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.

Pigskins on the Beach Inc. 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.

Pigskins on the Beach Inc. 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 Pigskins on the Beach Inc. 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

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

All sponsor signs, props, product facsimiles, etc. deemed necessary by Pigskins on the Beach Inc. 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 the Pigskins on the Beach Inc.

CITY of Hermosa Beach shall permit two (2) street banners to be posted for tournament. Cost of installation shall be the responsibility of Pigskins on the Beach Inc.

PARKING

All costs to reserve parking will be paid by Pigskins on the Beach Inc.

Pigskins on the Beach Inc. 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. Pigskins on the Beach Inc. shall use plastic cable ties to secure the signs.

At no time may Pigskins on the Beach Inc. 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 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 Pigskins on the Beach Inc. the opportunity to sell official Pigskins on the Beach Inc. concession items pursuant to certain conditions:

- No food or beverage concessions shall be permitted; and,
- All concession items must be approved by CITY prior to event.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF PIGSKINS ON THE BEACH INC.

Pigskins on the Beach Inc. shall be responsible to obtain all necessary County and State health permits as required.

Pigskins on the Beach Inc. 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.

Pigskins on the Beach Inc. will be solely responsible for event management.

Pigskins on the Beach Inc. shall provide barricades and cones for use at pre-approved street closures and other areas as deemed necessary by CITY staff.

Pigskins on the Beach Inc. will abide by any additional policies or appropriate fees as established by CITY.

Pigskins on the Beach Inc. shall be responsible for all prize money, equipment, sound system and necessary personnel for conducting said event.

Pigskins on the Beach Inc. shall set up/tear down between the hours of 8:00 a.m. and 10:00 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

PIGSKINS ON THE BEACH INC.

Director of Operations

Date

ATTEST

City Clerk

Date