

September 3, 2003

Honorable Mayor and Members of  
The Hermosa Beach City Council

Regular Meeting of  
September 9, 2003

<b>Movies on the Beach</b>
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**Recommendation**

Staff recommends that the Council approve the event as listed below.

<u>EVENT</u>	<u>DATE</u>	<u>FEES</u> (estimated)
Movies on the Beach	Sunday 28, 2003	\$5,478.00

**Background**

Staff received a written request and event application from Makai Events on August 28, 2003. The event consists of a Sunday evening movie-viewing, the last weekend of September. The applicant has paid the \$500 application as required by the special event policy.

**Analysis**

Event organizer, Robbie Thain, has worked with the City previously to produce the "7s in the Sand" Rugby Tournament held in the summers of 1999 and 2000. Makai Events abided by its contractual requirements and presented a safe, successful and well-attended event.

<b>Fiscal Impact:</b>	<b>\$5,478.00 to the General Fund</b> <b>\$2,016.00 of the \$5,478.00 to pay for direct City costs.</b>
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**Attachments:**

- A. Letter of Request and Event Overview
- B. Event Application and Contract
- C. Site Map and Movie List

Respectfully submitted,

Concur:

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Lisa Lynn  
Recreation Supervisor

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Stephen R. Burrell  
City Manager

Noted for Fiscal Impact:

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Viki Copland  
Finance Director

**MAKAI EVENTS  
CITY OF HERMOSA BEACH  
COMMERCIAL BEACH EVENT CONTRACT**

This contract is entered into on **September 9, 2003**, at Hermosa Beach, California by and between **MAKAI EVENTS** and the **CITY OF HERMOSA BEACH (CITY)** with regards to a movie viewing on **September 28, 2003**.

**FEES**

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**

On Beach, South of Pier

**SECURITY**

MAKAI shall provide no less than two (2) security officers for the duration of event implementation, plus overnight security for equipment remaining on beach.

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 for informing spectators of CITY'S alcohol ordinance.

CITY shall provide as many officers as deemed necessary by the Chief of Police.

Equipment and staging will be inspected by the Fire Department.

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

**CLEAN-UP**

- MAKAI EVENTS shall use a professional maintenance service to provide additional trash receptacles for the impacted beach area, clean the area, and haul the trash outside CITY following the event.
- MAKAI EVENTS shall use Consolidated Waste to provide extra trash receptacles and four (4) portable toilets that includes one (1) handicap toilet at the base of the Pier on the south side.

## **INSURANCE**

At least ten (10) days prior to the event, MAKAI EVENTS 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 general aggregate with \$1 million per occurrence.** Insurance 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.

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

## **ADVERTISING**

All sponsor signs, props, product facsimiles, etc. deemed necessary by MAKAI EVENTS 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 MAKAI EVENTS.

CITY shall permit two (2) street banners to be posted for the event. Cost of installation shall be the responsibility of MAKAI EVENTS. CITY shall permit 20 light pole banners to be posted for the event. Four (4) light pole banners located on the Strand, north side of Pier; four (4) light pole banners located on the Strand, south side of Pier; six (6) light pole banners located on Hermosa Avenue, south side of Pier; six (6) light pole banners located on Hermosa Avenue, north side of Pier.

## **PARKING**

MAKAI EVENTS will be allowed to park one "working truck" on the pier head. No other vehicles shall be parked on pier, pier head or Strand without permission of CITY.

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

All costs to reserve parking will be paid by MAKAI EVENTS.

## **SPECIAL EVENTS**

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

## **ADDITIONAL PROVISIONS/RESPONSIBILITIES OF CITY**

CITY shall allow MAKAI EVENTS the opportunity to promote sponsor by distribution of concession items per certain conditions:

- ❑ CITY must approve all concession items prior to event.
- ❑ Friends of the Parks Community Foundation booth is permitted on event site.

**ADDITIONAL PROVISIONS/RESPONSIBILITIES OF MAKAI EVENTS**

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

MAKAI EVENTS will be required to obtain an amplification permit from CITY.

MAKAI EVENTS will be solely responsible for event management.

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

Foundation 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
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APPROVED AS TO FORM

City Attorney	Date
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DEPARTMENT OF COMMUNITY RESOURCES

Director	Date
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MAKAI EVENTS

Director of Operations	Date
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ATTEST

City Clerk	Date
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