

October 16, 2003

Honorable Mayor and Members of
The Hermosa Beach City Council

Regular Meeting of
October 28, 2003

**SOUTH BAY FAMILY HEALTH CARE CENTER:
REQUEST FOR APPROVAL “WORLD AIDS DAY” EVENT**

Recommendation

The Parks, Recreation, and Community Resources Commission and staff recommend that Council:

1. Approve the request from South Bay Family Health Care Center to hold their World Aids Day event at the Pier Head west of the Strand on, Sunday, November 30, 2003; and
2. Approve fee waivers; and
3. Approve the event contract (Attachment A).

Background

This is the eighth year the South Bay Family Healthcare Center, formerly South Bay Free Clinic, has presented World Aids Day in Hermosa Beach. The event was held at Pier Plaza in 2002 and has been held in the Civic Theater in years past. South Bay Family Healthcare Center is requesting the World Aids Day 2003 festivities to be held at the Pier Head.

Analysis

For the past seven years, World Aids Day event organizers have been cooperative with all City requirements and requests. The event features motivational speakers, resource tables, health screenings, a choral performance, musicians, and local clergy members. The South Bay Family Healthcare Center, formerly the South Bay Free Clinic has provided free family health care and health screenings for over thirty years. The organization is non-profit and serves the entire South Bay community. World AIDS Day, commemorated on December 1st since 1988 has been a day set aside to bring messages of compassion, hope, solidarity and understanding.

FISCAL IMPACT

Fees Waived

• Spectator/Participant fee @ \$1.20 X 250 est. attendance	300.00
• Meter Buy-out fees @ \$17.00 per meter X 20	340.00
• Event staffing fee @ \$300	300.00
• Fire inspection	69.00
• Amplification Permit	<u>44.00</u>
<u>Total Projected Fees</u>	\$1,053.00

Attachments:

- A. Special Event Application and supporting materials
- B. Special Event Contract

Respectfully submitted,

Concur,

Lisa Lynn
Recreation Supervisor

Stephen Burrell
City Manager

Noted for Fiscal Impact:

Viki Copeland
Director of Finance

**SOUTH BAY FAMILY HEALTHCARE CENTER
CITY OF HERMOSA BEACH
NON-PROFIT EVENT CONTRACT**

This contract is entered into on **October 28, 2003**, at Hermosa Beach, California by and between the **SOUTH BAY FAMILY HEALTHCARE CENTER (SBFHC)**, a non-profit organization and the **CITY OF HERMOSA BEACH (CITY)** with regards to **“WORLD AIDS DAY”** on **NOVEMBER 30, 2003**.

FEES

Event fees shall be waived.

SBFHC shall pay direct costs for Police, Fire 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

- Pier Head west of Strand
- Parking Lot B (entertainment and event organizer parking)

SECURITY

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

SBFHC shall assume cost of Police Officers and Fire/Paramedic personnel.

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

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

CLEAN-UP

SBFHC shall be responsible for removing all event related trash outside the CITY following the event.

SBFHC shall be responsible to provide adequate trash receptacles at lower Pier Avenue.

INSURANCE

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

SBFHC 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.

SBFHC 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 the negligent or wrongful act or omission of SBFHC, its agents, officers and employees, including, but not limited to, personal injury, bodily injury, death and property damage.

PARKING

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

At no time may SBFHC 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 said event. CITY shall have the right to deny any and all requests.

ADDITIONAL PROVISIONS/RESPONSIBILITIES OF SBFHC

SBFHC is responsible to ensure that all relevant CITY codes are adhered to.

SBFHC will be required to obtain an amplification permit from the Police Department.

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

SBFHC will be solely responsible for event management.

SBFHC will notify all impacted residents/merchants about the event.

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

CITY reserves the right to review and approve all event activities and displays.

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

SOUTH BAY FAMILY HEALTHCARE CENTER

Director of Operations

Date

ATTEST

City Clerk

Date