

October 18, 2005

Honorable Mayor and Members of
The Hermosa Beach City Council

Regular Meeting of
October 25, 2005

**COMMERCIAL EVENT APPLICATION
AVP HERMOSA BEACH OPEN-MULTI YEAR CONTRACT PROPOSAL**

Recommendation

It is recommended that the City Council approve a multi-year agreement with the AVP and determine level of City sponsorship.

Background

The Parks, Recreation, and Community Resources Advisory Commission reviewed a preliminary proposal for a multi-year agreement at the September 6, 2005 commission meeting. The commission approved the concept of a multi-year agreement. Subsequent to this meeting, the AVP submitted a letter dated September 26, 2005 requesting City sponsorship to include Fee Waivers for permits, City staff, and City services. The staff analysis is based upon the proposal from AVP, as outlined in their attached letter (Attachment A).

A multi-year agreement is beneficial to the City as long as contract changes are not requested by the AVP within the three-year contractual period. This would enable City staff and AVP employees to allocate their time toward event safety and operational components, instead of lengthy contract negotiations. Further, securing the AVP event dates early assists in the planning process for the City's highly impacted calendar of special events.

The success of the AVP Hermosa Beach Open is dependant upon adequate planning, risk management, and organized implementation. In the past, the AVP contract has been negotiated on a year-by-year basis. AVP is requesting a three-year agreement. In addition to the multi-year contract request, AVP is soliciting the City of Hermosa Beach as an official sponsor (Attachment A).

AVP Request for Sponsorship	Recommendation
Event Date TBD	Staff recommends that AVP determine the event dates as follows: 2006 by November 15, 2005 2007 by November 15, 2006 2008 by November 15, 2007
Event Set-Up TBD	
Event Tear Down TBD	
	Staff recommends 7 days for Load-in and Set-up Staff recommends 4 days for Load-out and Beach-clean

Ticket Sales To charge admission to a) center court and feature courts #1 and #2; b) as well as for any ancillary activities located at center court, such as a concert, conducted in connection with the event.	Per coastal commission policy, the AVP cannot charge admission to the proposed event, but may sell preferred seating for up to 24.9% of the total amount seating capacity. More than 75% of the seating capacity shall be available free of charge for general public use. AVP has applied to the Coastal Commission for an exception to this regulation. City approval would be contingent upon Coastal Commission authorization.
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AVP Request for Sponsorship	Fiscal Impact	
City to Waive Permit Fees	Special Event Permit (4 event days x \$4,160)	\$16,640
The special event permit fee recovers indirect costs, encompassing costs associated with interdepartmental senior personnel for planning meetings, event coordination, building inspections, site mapping, operational procedures, emergency preparedness, traffic control, and communications. Event components are City staff intensive months prior to the implementation phase.	Set Up/Tear Down (11 days on the beach x \$200)	\$2,200
	Banner Hanging Fees (5 locations x \$243)	\$1,215
	Building Permit & Plan Check	\$2,514
	Amp. Sound Permit	\$43
	Film & Location Fees	\$4,300
	Business License	\$329
	Co-Sponsor (\$100 p/non-title sponsor)	\$1,500
	Total Permit Fees	

AVP Request for Sponsorship	Fiscal Impact	
City to Waive Lot B Parking Fees	40 spaces @ \$19 x 15 days	\$11,400
	Total Parking Fee	\$11,400

Without Charge City to Provide	Staffing During Event Days	
• Police Officers for Event Security & Traffic Control	2 officers x 9 hours x 2 days x \$90	\$3,240
• Paramedics	6 officers x 9 hours x 2 days x \$90	\$9,720
• Building Inspector	2 paramedics x 9 hours x 2 days x \$61	\$2,196
• Com. Resources Staff	Minimum rate	\$450
	1 staff x 3 days x \$300	\$900
	Total Staff Fees	\$16,506

Without Charge City to Provide two 40-yard dumpsters with service	Consolidated Waste Estimate	\$2,500
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AVP Request for Sponsorship	Recommendation
City to provide AVP with exclusive right to hang Street Banners at each prime intersection (4 in total) and Pier Plaza 2-weeks prior to event date.	Staff recommends accommodation of two Street Banner locations, as has been done in years past. Staff does not recommend monopolization of all five banner locations, as it would preclude advertisement of other City events and non-profit groups, including the Sunset Concert Series, Surf Festival, and Paddleboard Championship. There are no competing groups for Light Pole Banner locations. Staff recommends AVP utilize the Strand, Pier Avenue, and Hermosa Avenue for Light Pole Banner advertisements.

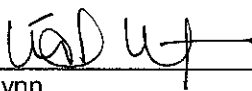
City not to issue Special Event permits to any Beach Volleyball organization within 30 days of AVP event with monetary prize greater than \$2,000.	Staff does not recommend accommodation of the request to prohibit the issuance of permits to other beach volleyball events during the summer season, as it would prevent the EVP Tour from returning to Hermosa Beach, as well as other groups.
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Fiscal Impact:	Permit Fees:	\$28,741
	Onsite Staff Fees:	\$16,506
	Parking Fees:	\$11,400
	Trash Service Fees:	\$ 2,500
	Total:	\$59,147


Attachments:

- A. AVP Letter of Request
- B. Site Map
- C. Traffic Control Plan
- D. Contract

Respectfully Submitted,


 Lisa Lynn
 Community Resources Director

Concur,


 Stephen R. Burrell
 City Manager

Noted for Fiscal Impact,

 Viki Copeland
 Finance Director



September 26, 2005

Honorable Mayor and City Council
City Hall
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254

Dear Honorable Mayor and Members of the Hermosa Beach City Council,

The AVP and the City of Hermosa Beach have both shown great interest in committing to an agreement that will enable the AVP to continue to build the Hermosa Beach event into one of the community's premier events. The AVP is inviting the City of Hermosa Beach to participate in a three - year sponsorship agreement which will obligate the AVP to commit specific sponsorship assets and benefits to the City of Hermosa Beach in exchange for an investment detailed below. The end result of the above sponsorship ensures that the Hermosa Beach event will remain one of the premier tour stops on the AVP tour for the next three years.

The agreement is broad in scope and was developed in the knowledge that in order for the tournament to grow, flourish and remain in Hermosa Beach, the City and the AVP would have to work together in their mutual support of the event. As an official Host City sponsor of an AVP event, the City of Hermosa Beach will be entitled to receive:

- **A nationally televised event on NBC or FSN in Hermosa Beach annually during the term of the agreement. This television broadcast creates a platform for the City of Hermosa Beach to brand itself on a national and regional basis.**
- **The premier branding of the event, which will be titled the "AVP Hermosa Beach Open".**
- **The City of Hermosa Beach will receive a minimum of 60 seconds of on-screen "aerial / beauty shots" within each annual telecast along with other on-air benefits that will enable the City of Hermosa Beach to position itself as the epitome of the Southern California lifestyle communities.**

Attachment A

- **Exposure in National print advertising, local and regional radio advertising and in AVP promotional materials surrounding the event.**
- **Exclusive 100 person stadium court pre-event evening reception for City officials and guests.**

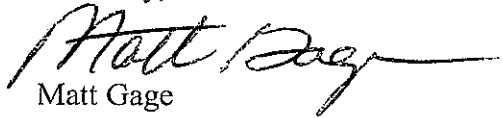
Significantly, in addition to the benefits granted above, the AVP will create a unique summer sports camp for the young beach volleyball enthusiasts of Hermosa Beach that will be held in the City of Hermosa Beach each year during the term of our agreement. This exclusive four-day "AVP Pro Beach Volleyball Camp" will be tailored to the 9 to 18 year old aspiring athletes and will be conducted by several of the top professional beach volleyball players in the world.

In return for these benefits and in consideration of becoming an official sponsor of the event, the AVP asks the City of Hermosa Beach to compensate the AVP in the following manner:

- The City of Hermosa Beach grants the AVP the rights to charge admission at the AVP Hermosa Beach event for: a) center court and feature courts #1 and #2 at the tournament; b) as well as for any ancillary activities located at center court conducted in connection with the event. The AVP will continue to work with the California Coastal Commission to gain the clearance to exercise these rights.
- Provide all permits and approvals without charge.
- Provide Lot "B" without charge for set-up, event and breakdown of the tournament.
- For basic security and traffic control, without charge provide ten police officers during the tournament.
- Provide two 40 yard dumpsters with two "drops" or exchanges without charge for the tournament
- Provide AVP with exclusive right to hang street banners at the following locations two weeks prior to the event: a) intersection of Pacific Coast Highway and 1st Street; b) intersection of Aviation Blvd. and Prospect Avenue; c) intersection of Pier Avenue and Valley Drive; d) intersection of 10th Street and Pacific Coast Highway; and e) Pier Plaza.
- Not permit any third party to conduct a beach volleyball event or other outdoor volleyball event in the City of Hermosa Beach offering prizes in excess of \$2,000 within 30 days prior to or after the event.
- Protect the integrity of the AVP Hermosa Beach event by requiring all consumer product companies to pull the appropriate local permits to sample products within the city limits, to ensure that non-permitted companies be required to leave the city, and that permitted parties who are not AVP sponsors be required to sample outside of the downtown business district.

The AVP is looking to the future. As an example, in 2006 we have plans to work with City retailers in order to create a unique festival on Pier Plaza that will run in conjunction with the event. We ask the City of Hermosa Beach to look to the future as well and help assure the future viability of the AVP Hermosa Beach Open by becoming a valued sponsor of the AVP Hermosa Beach Open and by approving the proposed three-year agreement including the specific requests detailed above.

Sincerely,

A handwritten signature in cursive script that reads "Matt Gage". The signature is written in black ink and has a long, sweeping horizontal line extending to the right.

Matt Gage
Tour Director/AVP

Lisa Lynn

From: Dave Williams [dwilliams@avp.com]
Sent: Tuesday, October 18, 2005 12:08 PM
To: Lisa Lynn
Subject: AVP: Supplemental request to our letter of 9/26/05

Lisa,

Below are four additional items that need to be included in our request to the Mayor and City Council:

1. Community Resources Staff - We are requesting one person from the Community Resources Department to oversee our event on Friday, Saturday and Sunday.
2. Paramedics - We are requesting two paramedics onsite on Friday, Saturday and Sunday.
3. Date Selection - The AVP will make it's best efforts to select a date and inform the city by November 15th of each year for the following year's event. Example: We will select a date for the 2006 season by November 15, 2005.
4. We would like to reduce our request of 10 police officers per day during our event to two officers on Thursday and Friday; and 6 officers on Saturday and Sunday.

Please include these points to the requests submitted by Matt Gage on 9/26/05 in his letter to the Mayor and City council.

Dave

David C. Williams
Director of Tour Operations
AVP Pro Beach Volleyball Tour
6100 Center Drive
9th Floor
Los Angeles, CA 90045
P: 310-426-8000
F: 310-426-8010
www.AVP.com

10/18/2005

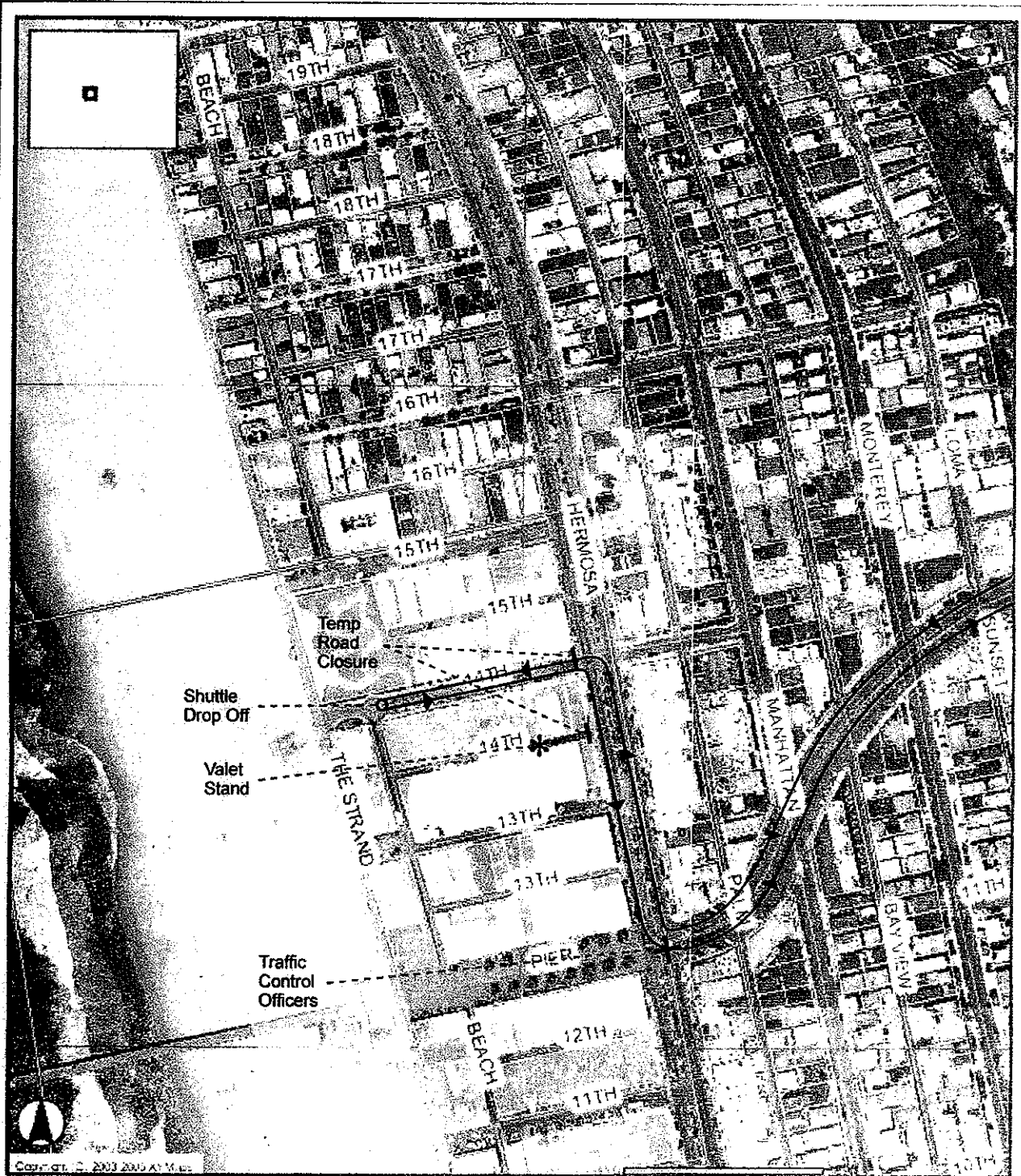
AVP PRO BEACH VOLLEYBALL TOUR, INC.

TO: LISA LYNN
FROM: DAVID C. WILLIAMS
SUBJECT: PROPOSED TRAFFIC PLAN FOR THE 2006 AVP HERMOSA BEACH EVENT
DATE: 9/25/2005
CC: MATT GAGE

In our post-event meeting following the 2005 AVP Hermosa Beach Open, it was clear that a detailed traffic plan by a certified traffic engineer would be very valuable to the fans and community. Below are the key points that we would like to have considered in such a plan. Attached is a map detailing our points:

1. The AVP will continue to use the Mira Costa High School parking lot for our shuttle service. In 2006 we proposed to use three of the shorter school busses, rather than the long full-sized school busses as shuttle busses. This will improve the frequency of the trips, the maneuvering in the downtown and turnaround areas, and the overall fan experience.
2. The AVP would like to see two temporary street closures. One at 14th Street and Hermosa Ave., closing 14th to westbound traffic during the event days & event times (with the exception of credentialed VIP guests, shuttle busses, residents and Beach House hotel guests). We would also like to close 14th Ct. to westbound traffic during event days only during event times.
3. The AVP would like to move the valet parking from 13th Street @ Lot B, to 14th Court, about 25 yards west of the Hermosa Avenue / 14th Court intersection. The valet parking station would be on the south side of 14th Court and all vehicles would enter from Beach and exit towards Hermosa Avenue.
4. Shuttles would continue to use the 14th Street turnaround and would travel to Mira Costa using the major streets. The route would run from 14th Street, to Hermosa Avenue southbound, to Pier Avenue eastbound, to PCH northbound, and return along the same route.
5. The AVP is requesting traffic control officers at the intersection of Pier and Hermosa Ave. during peak traffic times to expedite pedestrian and vehicle traffic.

We are looking forward to working with the Public Works Department to identify the appropriate traffic engineer to assist us in developing this plan.



Commercial Zone

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH
AND ASSOCIATION OF VOLLEYBALL PROFESSIONALS
AVP HERMOSA BEACH OPEN**

This agreement is made this 25th day of October, 2005, by and between the City of Hermosa Beach (hereinafter called "CITY"), and Association of Volleyball Professional, Inc. (hereinafter called "AVP").

RECITALS

A. CITY desires to have AVP organize, coordinate, produce and oversee an AVP Hermosa Beach Open (the "Event") on an annual basis.

B. AVP manages the top professional beach volleyball players in the United States and manages an annual schedule of events on behalf of said players and desires a commitment from CITY to fix the event schedule for the next three years.

NOW, THEREFORE, the parties agree as follows:

I. **THE EVENT.**

The agreement shall commence upon the date hereof and shall continue until the completion of the 2008 Event. During the term of this agreement, CITY authorizes the AVP to conduct the annual AVP Hermosa Beach Open, the dates of which shall be selected by AVP in consultation with CITY. Dates to be determined by November 15 of the calendar year preceding event dates in 2006, 2007, and 2008.

a.) The agreed upon tournament format shall consist of men's and/or women's professional beach volleyball tournaments. Each tournament may have a qualifier, which shall take place on the day(s) immediately preceding the main draw or such other dates as determined by AVP and shall be open to members of the public. The playing rules for the Event (including any Qualifier) shall be AVP rules.

b.) The Event may construct bleachers for Center Court, Feature Courts #1 and #2 contingent upon a "no" vote against adopting the ordinance proposal set forth in Ballot Measure E prohibiting construction on the beach.

c.) Admission shall be charged as set by the California Coastal Commission.

d.) Amplified sound speakers will be placed facing to the west.

e.) VIP tent and VIP seating shall be provided by the AVP as follows: (i) There shall be one (1) center court elevated VIP tent and one (1) sand VIP/"AVP Beach Club" tent; (ii) VIP/"AVP Beach Club" "riser" seating along one sideline and up to two (2) end zones; (iii) one (1) end zone bleacher reserved for VIP's or corporate sponsors. All other seating shall be available to the public. Any additional center court VIP tents and/or seating will be subject to CITY approval.

f.) Event venue shall not open until fire inspection has passed and CITY Fire Engineer has signed off on inspection sheet each day. AVP is responsible for securing site and disallowing entrance to the public until inspection has passed each tournament day.

g.) AVP shall have the right to have on-site entertainment in connection with the event. Such entertainment may include musical acts provided such entertainment does not increase the sound level of the event or increase the support required by CITY (e.g., additional police, fire, company coverage, etc.). CITY Council must approve any/all requests for bands/concerts prior to Event.

II. **AVP RESPONSIBILITIES.**

Attachment D

a.) AVP will provide, at its own expense, all event production equipment. AVP shall set up/tear down between the hours of 8 AM and 9 PM on scheduled days. AVP shall transport the equipment to the site, set up said equipment in cooperative and timely fashion, and at the close of the tournament take down and remove the equipment. All event personnel and construction crewmembers must wear orange safety vests or orange t-shirt at all times during set-up and teardown. Venue site will be closed if this procedure is not adhered to. All vehicles entering and exiting the Strand must have an orange-vested crewmember in front and behind each vehicle while it is in motion. A designated AVP representative must remain on-site during the entire teardown process of the event. Said equipment is to be totally removed from the site by 6 PM on the third day after the tournament, each year. CITY reserves the right to determine limits on the use of said equipment as it pertains to CITY ordinances and shall enforce all for the protection of public health and safety. To ensure compliance with this date and time of removal, AVP shall provide the CITY a \$10,000 security/clean-up deposit described in subsection below. The parties will meet "on site" on the third day after the tournament at 6 PM to determine if the site, to include the beach and parking lots, has been reinstated to its original condition. The parties agree that based on reasonable expectations, the AVP will henceforth rectify any outstanding "clean-up" deficiency. If such deficiency is not rectified by the timelines set forth below, the AVP will forfeit the amount shown.

Fourth Day after Tournament	\$3,000 plus City costs
Fifth Day After Tournament	\$3,000 additional (\$6,000 total) plus City costs
Sixth Day After Tournament	Balance of \$10,000 (\$10,000 maximum)

CITY will return the \$10,000 security/clean-up deposit or amount thereof thirty (30) days after final inspection.

b.) AVP shall provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the event at no expense to CITY. Also, AVP shall provide a designated representative to consult as necessary with the Community Resources Director or CITY designee regarding all facets of event operation. Final decisions will be made by CITY regarding compliance with the agreement as well as any issues that directly and/or adversely impact the community.

c.) AVP shall provide for the television broadcast of the AVP Hermosa Beach Open. Within the television broadcast, the AVP shall provide for the CITY to be highlighted and promoted.

d.) AVP shall make payment of estimated direct costs to the CITY 30 days in advance of the Event. Actual City departmental costs shall be itemized and billed to the AVP upon completion of the Event.

e.) AVP shall secure and pay for any permits required from CITY.

f.) AVP shall provide, at their expense, all staff, equipment and materials, to adequately advertise (including radio announcements) and run a shuttle bus service to and from the Event from the Mira Costa parking lot to the 14th Street Circle at Beach Drive. This service shall provide for a minimum of one bus running at no less than fifteen-minute intervals to and from the Event. Starting time should be one hour prior to the event's starting time and ending one hour after the completion of the last daily game. Service shall be for Saturday and Sunday only. CITY shall have approval over such shuttle service, such approval to not be unreasonably withheld.

g.) AVP shall provide no less than six (6) 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 for informing spectators of CITY'S alcohol ordinance.

h.) AVP, at their expense, shall provide for adequate trash removal. AVP shall use Consolidated Waste to provide two (2) 40-yard roll-off trash bins and twelve (12) 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. AVP shall use a professional maintenance service to clean the following areas each day of the tournament: The Beach and Strand (impacted area); Pier Plaza (impacted area). The maintenance service shall be responsible for hauling the trash outside the CITY following the

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

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

III. CITY RESPONSIBILITIES.

a.) CITY shall permit the AVP to conduct Men's and/or Women's professional Beach Volleyball Tournament on the beach on the north side of the Pier and junior beach volleyball tournaments on the south side of the Pier.

b.) CITY shall provide a designated staff person to oversee and monitor the total operation of the event especially in all matters pertaining to event liability and public safety. All decisions of the CITY designee shall be final with respect to any issues that involve compliance with the agreement as well as any issues that directly and/or adversely impact the community. Said CITY designee shall consult with a designated representative of the AVP and it shall be the goal of the parties to reach mutual agreement on matters of event operation.

c.) CITY shall provide to the AVP any CITY services required for the event such as police, fire, building inspection, etc. as deemed necessary by the respective Chief or Department Head. Cost of CITY personnel shall be assumed by AVP.

d.) CITY shall coordinate all necessary CITY permits, as approved by City Council.

e.) CITY shall provide on-site parking spaces for television coverage equipment, AVP equipment trucks and personnel. The number of spaces shall be 40, located in Lot B. AVP 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. The AVP shall provide adequate access to the event for people with disabilities satisfactorily to the CITY. All parking expenses will be paid by the AVP. CITY shall cause all bike riders to walk their bikes on the Strand between 11th Street and 14th Street.

f.) CITY shall allow sponsors' display booths and shall allow distribution of samples of their products during the Event as long as such sampling does not include alcoholic and tobacco products, stickers, or chewing gum. 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.

g.) CITY shall make any necessary contacts on behalf of the Event with the Los Angeles County Department of Beaches and Harbors. AVP shall assume all costs for any additional lifeguards each day of tournament if required by Los Angeles County Lifeguards. If AVP desires any County services, they must process their request through CITY. Any costs for County services will be borne by AVP.

IV. INSURANCE.

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

b.) AVP 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.

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

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

V. ADVERTISING.

a.) All sponsor signs, props, product facsimiles, etc. deemed necessary by AVP 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 AVP.

b.) CITY shall permit two (2) street banners and thirty-eight (38) light pole banners to be posted for tournament. Cost of installation shall be the responsibility of AVP.

c.) CITY shall permit AVP to display six (6) large replicas of their product. CITY staff shall have final approval of said replicas and determine location. Vehicles parked within the venue for sponsorship display must be limited to nine (9) in number and site location approved by City safety personnel.

VI. CONCESSIONS.

a.) CITY shall allow AVP the opportunity to sell official AVP tournament concession items.

b.) Food and beverage concessions and food sampling booths will be permitted on the beach, per CITY conditions and Health Department approval.

VII. INDEPENDENT CONTRACTOR.

a.) CITY and AVP shall each be and act as independent contractors and under no circumstances shall this agreement be construed as one of agency or partnership between CITY and AVP. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way other than as authorized by this Agreement. Nothing in this Agreement shall be construed to create a joint venture between the parties hereto or to obligate either party for debts or obligations incurred by the other party in the performance of this Agreement.

XVIII. NOTICES.

All notices required or permitted hereunder shall be deemed duly given on the date sent by certified mail, postage prepaid, addressed to the parties as follows:

For AVP: AVP
Attn: Chief Operating Officer
6100 Center Drive, Suite 900
Los Angeles, CA 90045

For CITY: City of Hermosa Beach
Attn: Community Resources Director
1315 Valley Drive
Hermosa Beach, CA 90254

XXI. COMPLIANCE WITH THE LAW.

Should it be determined that this agreement or any provision hereof violates any federal, state, or local law or regulation, then the parties shall promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it shall be deemed cancelled by mutual agreement of the parties and neither party shall have any further obligations or liabilities with respect to this Agreement.

XXII. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both parties.

CITY OF HERMOSA BEACH

Mayor

Date

APPROVED AS TO FORM

City Attorney

Date

DEPARTMENT OF COMMUNITY RESOURCES

Director

Date

ASSOCIATION OF VOLLEYBALL PROFESSIONALS

Director of Operations

Date

ATTEST

City Clerk

Date