



City Council Staff Report

DATE: June 4, 2014

NEW BUSINESS

SUBJECT: APPROVAL OF THE 2014 PALM SPRINGS PRIDE EVENT, CERTAIN STREET CLOSURES, THE SUSPENSION OF CERTAIN REGULATORY ORDINANCES, AND AGREEMENT PERTAINING TO THE SPONSORSHIP AND PRODUCTION AND PAYMENT OF COSTS FOR THE EVENT.

FROM: David H. Ready, City Manager

BY: Parks and Recreation

SUMMARY

The City Council will consider approving the 2014 Palm Springs Pride Event for November 8 and 9, 2014, the closure of Palm Canyon Drive and Arenas Road, the suspension of certain regulatory ordinances and approve an agreement pertaining to the production and cost of the event.

RECOMMENDATION:

1. Adopt Resolution No. _____ "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, SUSPENDING CERTAIN REGULATORY ORDINANCES NOVEMBER 8 AND 9, 2014, TO FACILITATE THE 2014 PALM SPRINGS PRIDE."
2. Approve an agreement for Event Sponsorship and Promotion with Greater Palm Springs Pride, for the 2014 Palm Spring Pride Event, to cover all in-kind expenses beyond \$30,000, and an estimated cost of \$56,835.
3. Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

Greater Palm Springs Pride (GPSP) is a fully non-profit organization based in Palm Springs, California, and has produced the Palm Springs Pride since 1986.

In previous years, the event was held at the Palm Springs Stadium. For the past two-years, GPSP has been working on a plan to move Palm Springs Pride to Downtown Palm Springs. Moving Palm Springs Pride into Downtown Palm Springs and making the event free to the public would make Palm Springs one of only two (2) pride events

ITEM NO. 5C

(along side San Francisco, California) free to the public. GPSP is proposing a two (2) day event on November 8 and 9, 2014.

Palm Springs Pride has been held in the City of Palm Springs for 27 years in various parks most recently the Palm Springs Stadium. GPSP has between 8,000 – 15,000 people attend Palm Springs Pride Festival over a two-day period. With the increase in attendance growing every year, Palm Springs Pride has indicated the event is outgrowing the Palm Springs Stadium.

Palm Springs Pride Festival.

Palm Canyon Drive would be closed between Baristo Road and Amado Road for the festival, starting at 11:00 p.m. on Friday, November 7, 2014, and would reopen at 3:00 a.m. on Monday, November 10, 2014.

Arenas Road would be closed between Belardo and Indian Canyon for the festival, starting at 11:00 p.m. on Friday, November 7, 2014, and would reopen at 3:00 a.m. on Monday, November 10, 2014.

Palm Springs Pride Parade.

Palm Canyon Drive would be closed from Vista Chino to Amado Road for the 2014 Palm Springs Pride Parade. The parade closure will start with a pre-stage closure from Vista Chino to Tachevah at 6:00 a.m. on Sunday, November 9, 2014.

Palm Canyon Drive would be closed from Tachevah to Amado Road at 9:00 a.m. on Sunday, November 9, 2014.

Post parade, a rolling open will start at Vista Chino and work south bound to Amado Road. Staff would have Palm Canyon Drive from Vista Chino to Amado Road opened completely by 1:00 p.m.

GPSP has presented this event to Palm Springs Main Street Executive Board, PS Resorts, and the Palm Springs Restaurant Association, and PSNIC. No major objections have been reported from these organizations. The Main Street Executive Board is in full support of placing Palm Springs Pride on Palm Canyon Drive and will work with the event promoter for a successful venue on Palm Canyon Drive.

GPSP presented the proposal to move the event to downtown at a Mainstreet Meeting. No major objections were heard at that time. Per SEPT requirements GPSP will provide written notification to all merchants and business along the festival and parade route. If approved by Palm Springs City Council.

GPSP has presented the closure to the Palm Springs Neighborhoods. The Director of Community Relations and Neighborhoods has emailed the details of the closure to the Las Palmas Neighborhoods, the Tennis Club Neighborhoods and Vista Las Palmas Neighborhood who will be largely affected by the festival/parade closures. The Tennis Club Neighborhood has seven (7) objections due to being "landlocked" or noise

disturbance from the event. Six (6) notifications from residents in the Tennis Club Neighborhood in favor of moving the event downtown were received.

GPSP has presented and received endorsements from the following organizations: Main Street Palm Springs, PS Resorts (Sponsor), Greater Palm Springs Convention & Visitors Bureau, Desert Gay Tourism Guild, Consolidated Association of Pride Inc., Joshua Tree Gay Pride Festival and Equality California. Additional key players in support of this move are: Hyatt Palm Springs (Major Sponsor), Hard Rock Hotel (Major Sponsor), Hilton Palm Springs (Major Sponsor). Lulu California Bistro (Partner), Kaiser Grill, Oscars, Brighthaus Marketing, StreetBar and Hunters Palm Springs.

In order for this event to take place, certain regulatory ordinances need to be suspended. The proposed Resolutions temporarily suspend the City's Noise Ordinance, Noise Nuisance, Dance Permits, Zoning Ordinance, and Sign Ordinance.

Arrangements will be coordinated through Main Street to allow for merchants product deliveries, US Postal Service, FedEx, UPS, DHL and other main delivery services. Main Street representative and the City's Special Event Coordinator will work directly with the promoter to handle any merchant issues or complaints that arise as a result of the closure both prior and on site during the event.

The event layout will include entertainment stages, beer gardens and vendors. In coordination with the City's Special Events Planning Team (SEPT) and Main Street the promoter will set up similar to VillageFest with Main Street review of the final layout. Palm Springs Fire Department (PSFD) will approve the layout with specific conditions for street closure listed in the Event Promoter Agreement.

SEPT had several issues regarding the closure of the festival in addition to the closure of the parade route. The festival on its own poses no major concerns. The event will be treated identical to American Heat Bike Weekend. GPSP has worked closely with SEPT to work through concerns from Palm Springs Police Department (PSPD), Palm Springs Public Works (PSPW) and Palm Springs Fire Department (PSFD). PSPD has concerns regarding parking and traffic in the Downtown. Additional officers will be needed during the festival and parade. PSPW has concerns regarding the amount of staff needed to keep the closure for the festival secure in addition to the staff needed to close the parade route. Cost for staff and traffic barricades will double. PSFD has concerns regarding shutting off emergency access to the neighborhoods West of Palm Canyon Drive from 9:00 a.m. – 1:00 p.m. during the parade. SEPT does not anticipate major traffic issues after the parade. They foresee the majority of the parade attendees will go directly to the festival after the parades completion. SEPT will require the use of Downtown maintenance personnel to maintain the integrity of Downtown during and after the festival.

Palm Springs Pride has already received an approval from the Department of Alcohol and Beverage Control and the Palm Springs Department of Environmental Health. SunLine Transit has developed a secondary route of their riders throughout the weekend.

The Agreement for Event Sponsorship and Promotion between the City and GPSP fully identifies the responsibilities of both the promoter and the City and any additional requirements needed to produce the event as determined through the SEPT process.

FISCAL IMPACT:

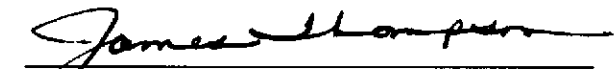
The estimate of City services amounts to \$56,835 for the 2014 Pride event.

The City has appropriated in the fiscal year budget \$30,000 for in-kind services for Palm Springs Pride Weekend. Pursuant to the agreement all costs above the \$30,000 for City Services shall be the responsibility of Palm Springs Greater Pride.

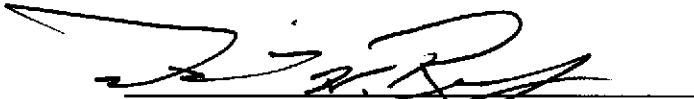
The cost of City services for the previous year event was \$33,020.33, and the City sponsored the event for \$20,000.



VICKI OLTEAN
Director



JAMES THOMPSON
Chief of Staff/City Clerk



DAVID H. READY, Esq. Ph.D.
City Manager

Attachments:

1. Resolution Suspending Certain Regulatory Ordinances.
2. Event Promotion Agreement for 2014 Palm Springs Pride Weekend.
3. Draft Street Closure Map.
4. Public Comments Received.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, TEMPORARILY SUSPENDING CERTAIN REGULATORY ORDINANCES TO FACILITATE THE 2014 PALM SPRINGS PRIDE WEEKEND.

WHEREAS, the City of Palm Springs designated the Palm Springs Pride Weekend as a City-sponsored event; and

WHEREAS, the City Council desires to facilitate the staging of the City-sponsored event to maximize revenue production; and

WHEREAS, the City Council finds that certain regulatory ordinances, which are generally deemed desirable and necessary, may, nonetheless, impede the conduct of special events; and

WHEREAS, the City Council finds that in holding special events, the public interest and the benefits derived therefrom outweigh the temporary public inconvenience; and

WHEREAS, the City Council enacted Ordinance #1310 authorizing temporary suspension of regulatory ordinances.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL HEREBY FINDS AND DETERMINES THAT:

- Section 1.
- A. The Palm Springs Pride Weekend is a special event beneficial to the community and its visitor-oriented economy.
 - B. The dates of the 2014 Palm Springs Pride Weekend are November 8 through November 9.
 - C. That Greater Palm Springs Pride is the event promoter, along with construction and concession personnel and staff.
 - D. That the venue of the Palm Springs Pride Weekend is Palm Canyon Drive between Baristo and Amado Roads.
- Section 2.
- That the following ordinances are hereby temporarily suspended for the special event designated in Section 1 above: Noise Ordinance, Noise Nuisance, Dance Permits, Zoning Ordinance and Sign Ordinance.

Section 3. That the regulatory ordinances designated in Section 2 above shall remain in full force and effect except as to the event dates and persons or organizations designated in Section 1 above.

ADOPTED this 4th day of June, 2014.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

AGREEMENT FOR EVENT PROMOTION PRIDE FESTIVAL AND PARADE

This Agreement governed by the laws of the State of California is made and entered into this (-----), by and between the City of Palm Springs, a municipal corporation, (hereinafter called "City") and Greater Palm Springs Pride, Inc., a California nonprofit public benefit corporation, (hereinafter called "Promoter").

RECITALS

WHEREAS, the City Council recognizes the intrinsic value of cultural and promotional events and the role they play in enhancing and expanding the economic vitality and image of the City;

WHEREAS, the City Council provides funding assistance to eligible organization for the purpose of providing cultural and promotional events and/or activities that generally benefit the community;

WHEREAS, Promoter plans to produce the Greater Palm Springs Pride Festival and Parade as described herein (hereinafter called "Event");

WHEREAS, Promoter is a California nonprofit public benefit corporation authorized to engage in charitable and educational activities as well as those activities permitted to be carried out by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and under Section 170(b)(1) of the Internal Revenue Code;

WHEREAS, Promoter needs financial assistance to produce this Greater Palm Springs Pride Festival and Parade and has requested City sponsorship;

WHEREAS, the City Council has determined that sponsorship of this Greater Palm Springs Pride Festival and Parade would be of public benefit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. EVENT DATE AND LOCATION

- 1.1 Promoter shall organize, manage, and produce the Greater Palm Springs Pride Festival, Parade and Festivities as generally described in Exhibit "A" attached hereto and incorporated herein by this reference.

- 1.2 The Event shall be held on November 8 and 9, 2014. In the event of inclement weather, Promoter may request an alternate date for the Event. In no event shall an alternate date be set without the express written approval of City.

2. PRESENTING SPONSOR

The parties hereby agree that the City shall be named a presenting sponsor of the Event. No other municipal or government agency sponsor shall appear in the title or promotional materials of the Event.

- 2.1 The City shall be positioned as Presenting Sponsor in event advertising. For example, City shall receive space to place one (1) "Welcome Letter" within the Official Program.

3. SPONSORSHIP TERMS FOR THE CITY

- 3.1 To produce the Event, the City shall provide Promoter a credit of up to Thirty Thousand Dollars (\$30,000) to cover the City's staffing costs for police, fire, parks maintenance and street maintenance and department services related to the Event.
- 3.2 Promoter shall be responsible for paying the balance of those staffing costs identified in Exhibit "B" within fourteen (14) working days of the Event's close, but no later than November 26, 2014.

4. PRODUCTION SERVICES TO BE PROVIDED BY PROMOTER

As the producer of the Event, Promoter shall provide production services, including, but not limited to, the following and shall accept all financial responsibility for such services:

- 4.1 Securing the necessary venues for the Event and related activities, including the VIP Party, and other possible special attractions as approved by City.
- 4.2 Developing and submitting a schedule and list of entries participating in Event to SEPT at least fourteen (14) days prior to Event;
- 4.3 Coordinating the routing and staging of Event with SEPT;
- 4.4 Contracting and paying for all service vendors and technical support, including, but not limited to, sound, including a public address system, lighting (if applicable), canopies, tents, bleachers, and security services at related activities described in Section 4.1.

- 4.5 Recruiting, coordinating and supervising volunteers and all their activities.
- 4.6 Obtaining certificates of insurance and liability release forms from all entries, volunteers and vendors participating in Event.
- 4.7 Promoter shall be responsible for all promotional activities related to the Event, such as:
 - a. Preparing press releases and marketing materials to promote the Event. City logo to be included in all printed promotional materials.
 - b. Coordinating with the Palm Springs Bureau of Tourism to promote Event.
 - c. Promoting Event through personal appearances and/or the distribution of collateral materials.
- 4.8 Promoter shall provide a post-event report, generally summarizing the revenues and expenses associated with the production of the Event. The post-event report shall be delivered to the City's within a reasonable time following the close of the Event.

5. DESCRIPTION OF SERVICES TO BE PROVIDED BY CITY

- 5.1 City agrees to provide all necessary public services, including, but not limited to, police services, emergency medical services, street maintenance services and other public services as may be deemed appropriate by SEPT, to produce Event. The total cost for such services shall be as provided in Exhibit "B" to this Agreement, except where an event described in Section 6.4 occurs.
- 5.2 City shall make a good faith effort to promote the Event on the City's government access channel and other advertising and marketing vehicles as the City Manager deems appropriate.
- 5.3 The City shall provide police services to include eight (8) officers on Saturday, November 8, eight (8) additional officers for evening concert on Arenas Rd. twelve (12) officers on Sunday; two (2) Fire Department Emergency Medical Technicians on Saturday and Sunday; six (6) parks maintenance workers on Saturday and Sunday for the Event at Downtown Palm Springs ("Downtown"). The City shall also provide police services to include nine (9) officers and seven (7) CHP officers, fire services of two (4) fire marshals, and other support services to include four (4) parks maintenance workers

and sixteen (16) street maintenance workers on Sunday, November 9, to close and re-open Palm Canyon Drive, secure parade route, provide traffic control, remove barricades, and otherwise assist Promoter in conducting the parade on Palm Canyon Drive. Also, all needed traffic delineation and equipment shall be provided by City as determined by City staff to conduct the parade and support the Event at the Stadium.

6. TERM OF AGREEMENT

- 6.1 **AGREEMENT PERIOD.** The effective date of this Agreement shall be October 1, 2014 through November 30, 2014. Any covenant, term or provision of this Agreement, which, in order to be effective, must survive the termination of this Agreement shall survive any such termination.
- 6.2 **BREACH OF AGREEMENT.** Any material deviation by Promoter for any reason from the requirements hereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of City. City may terminate this Agreement for cause by giving ten (10) days' notice to Promoter. In the event of termination by whatever means, City reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event City chooses to waive a particular breach of this Agreement, it may condition same on payment by Promoter of actual damages occasioned by such breach of Agreement and shall make every effort to resolve the same quickly and amicably.
- 6.3 **AGREEMENT TERMINATION.** In the event Promoter is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, City may terminate this Agreement in whole or in part in the same manner as for breach hereof and be entitled to the same rights on termination.
- 6.4 **REIMBURSEMENT.** All amounts paid to Promoter or costs incurred by City in excess of the amount specified in Section 5.1 of this Agreement shall be subject to reimbursement upon the occurrence of any of the following events:
- a. Promoter loses its tax-exempt status under Section 501 (c) (4) and 170 (c) (2) of the Internal Revenue Code; or
 - b. The dissolution of Promoter; or

- c. Promoter terminates or attempts to terminate this Agreement for any reason other than City's failure to make payments as provided hereunder; or
- d. Promoter fails to fulfill the responsibilities, duties, and obligations set forth herein.

7. GENERAL

7.1 INDEMNITY. Promoter shall indemnify and save harmless the City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Promoter or loss of or damage to property, arising directly or indirectly from Promoter's performance of this Agreement, including, but not limited to, Promoter's use of facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Promoter, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Promoter's obligation to indemnify City, Promoter specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligations arises at the time such claim is tendered to Promoter by City and continues at all times thereafter.

Promoter shall indemnify and hold City harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

- 7.2 **INSURANCE.** Promoter will deliver to the City, not less than thirty (30) days prior to the first scheduled date of the Event, a certificate of insurance showing the City as an additional insured in a policy or policies issued by a company approved by the Risk Manager for the City, with coverage and limits of insurance acceptable to the Risk Manager, not subject to cancellation except upon thirty (30) days' written notice to the City.
- 7.3 **INSPECTION OF RECORDS.** City shall have the right to inspect all work or records under this Agreement.
- 7.4 **COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement supersedes all previous agreements, if any, between the parties.
- 7.5 **AMENDMENTS.** Any alterations, variations, modifications or waivers of provisions to this Agreement shall be valid only when reduced to writing duly signed and attached to the original of this Agreement.
- 7.6 **NOTICES.** Communications among the parties hereto shall be addressed as follows:

PROMOTER: GREATER PALM SPRINGS PRIDE, INC.
Ron DeHarter, President
777 N. Palm Canyon Drive, Suite 201
Palm Springs, CA 92264
Tel: (760) 416-8711 - FAX (760) 323-8704

CITY: CITY OF PALM SPRINGS
David H. Ready, City Manager
P.O. Box 2743
Palm Springs, CA 92262
Tel: (760) 322-8336 - FAX (760) 323-8207

- 7.7 **CITY REPRESENTATION.** Promoter shall work closely with the City's Special Events Coordinator, who shall be designated the "Liaison Representative of City." Promoter principals shall provide regular updates to the Liaison Representative of City to keep the City currently advised on the status of the Event.
- 7.8 **COMPLIANCE WITH LAWS.** Promoter shall comply with all applicable federal, state, and local laws, ordinances and regulations.

- 7.9 STANDARD OF CARE. City relies upon the professional ability of Promoter as a material inducement to entering into this Agreement. Promoter agrees to use reasonable care and diligence in rendering services under this Agreement. Promoter agrees that the acceptance of its work by City shall not operate as a waiver or release of said obligation of Promoter. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.
- 7.10 DEMAND FOR ASSURANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until he/she receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding ten (10) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
- 7.11 THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

[SIGNATURE BLOCK NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above

CITY OF PALM SPRINGS
a municipal corporation

ATTEST:

By: _____
City Clerk

By: _____
City Manager

CONTRACTOR: Check one: Individual Partnership Corporation

By: _____
Signature (notarized)

By: _____
Signature (notarized)

Name: _____

Name: _____

Title: _____

Title: _____

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of _____
County of _____ ss

State of _____
County of _____ ss

On _____ before me,
personally _____ appeared
_____ personally known
to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.
WITNESS my hand and official seal.

On _____ before me,
personally appeared _____
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Notary Signature: _____

Notary Signature: _____

Notary Seal:

Notary Seal:

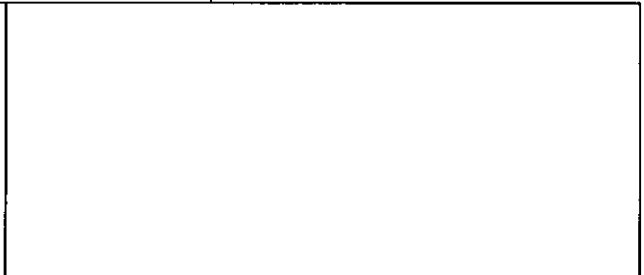
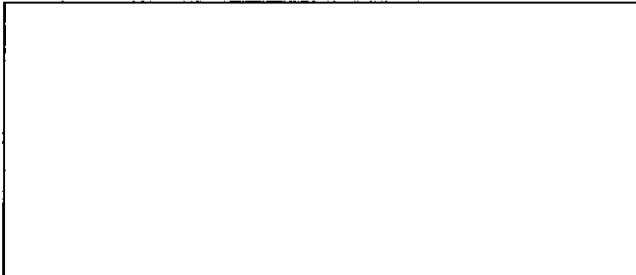


Exhibit "A"

SCOPE OF SERVICES

Greater Palm Springs Pride, Inc. shall organize, manage, and produce the Greater Palm Springs Pride Festival, Parade and Festivities for the City of Palm Springs the first weekend of November during the term of this Agreement. Production of the Event will include, but is not limited to, the following:

1. Promoter shall be responsible for organizing, planning, managing, coordinator, staging and otherwise producing the Event on November 8 and November 9 in Downtown Palm Springs ("Downtown")..
2. Promoter shall be responsible for developing the schedule of activities, site map and Event layout to the satisfaction and requirements of the Special Events Planning Team (SEPT).
3. Promoter shall begin the setup Downtown at 10:00 p.m on Friday, November 7 and will occupy downtown until 3:00 a.m, Monday November 10.
4. Promoter shall be responsible for all onsite security through the use of a qualified security company approved by the Palm Springs Police Department and all volunteer or paid staff as needed to man and stage the Event as required by SEPT review.
5. All electrical and lighting required to stage the Event in Downtown shall be the responsibility of the Promoter. City shall provide electrician to facilitate hookup to city power in the Downtown, if needed.
6. All amplified sound equipment and lighting shall be directed away from all merchants or restaurants.
7. All trash pickup throughout the Event site shall be the responsibility of the Promoter with the assistance of City staff, as requested. Promoter shall be responsible for making the necessary arrangements for onsite trash dumpsters for disposal. Promoter shall handle all cleaning of restrooms.
8. Dumpsters shall be placed in locations approved by SEPT. Promoter shall provide recycling containers for the Event.
9. A first aid station shall be required on the Event site. Two (2) Palm Springs Fire Department Emergency Medical Technicians shall be on

site throughout the Event as determined by SEPT. Additionally, two (2) fire marshals shall be required on site during the parade.

10. All food vendor applications shall be submitted to Riverside County Department of Environmental Health no later than October 23. All food vendors shall be required to comply with Riverside County Environmental Health Codes for the Event. All food vendors shall be required to have the appropriate fire extinguisher for their product in their booths at all times.
11. All vendors shall be required to have the appropriate City business licenses as determined through the SEPT review process. Business licenses must be displayed on or within vendor booths throughout the Event. VillageFest licenses are not considered acceptable as a City business license. All vendor permits must be submitted no later than seven (7) working days prior to the Event for non-food vendors.
12. All beer gardens or locations dispensing alcohol shall be constructed, maintained and monitored in accordance with a pre-approved plan by the City's Police Department and under the laws and regulations of the State of California as required by Alcohol Beverage Control (ABC).
13. Pre-stage on Palm Canyon shall begin at 6:00 a.m. from Vista Chino to Tachevah. All floats must be in the pre-stage area no later than 9:00 a.m.
14. Parade Route on Palm Canyon will close at 9:00 a.m from Tachevah to Amado Rd. and reopen no later than 1:00 p.m
15. Promoter shall provide a parade route to be approved by SEPT. Promoter shall coordinate staging and lineup of all parade entries. Post-stage traffic direction will be coordinated by Promoter as approved by SEPT.
16. All floats in the parade shall be required to have a fire extinguisher as determined during the SEPT review process.
17. Promoter shall provide portable toilets at various locations along the parade route as may be approved by the City. Promoter shall obtain permission of the property owners for placement on private property.

EXHIBIT "B"

SCHEDULE OF COMPENSATION AND
DESCRIPTION OF CITY SERVICE COSTS

Cost Estimate for City Employee Costs and Equipment Rental for Venue

Parks Division estimate	\$	9,846
Public Works Department estimate	\$	10,195
Fire Department estimate	\$	8,000
Special Events Staff estimate	\$	5,800
Police Department estimate	\$	15,974
CHP Officers	\$	7,020
SUBTOTAL	\$	56,835
City In-Kind Sponsorship	-	30,000
Estimated Balance Due from Promoter	\$	26,835

City agrees to waive the per-space rental cost for the use of the Showmobile for the duration of the Event.

The City will contribute thirty thousand dollars (\$30,000) for City services. Greater Palm Springs PRIDE is required to pay for all City services above and beyond the City's contribution for the Event as determined by the SEPT review process and outlined in Exhibit "B". Payment of fifty percent (50%) of the total estimated remaining costs for City services is required at least fourteen (14) days in advance of the Event or immediately upon conclusion of the final SEPT meeting prior to the Event, whichever is later.

The remaining cost of services is due within fourteen (14) days following the conclusion of the Event.

Exhibit "C"

INSURANCE REQUIREMENTS

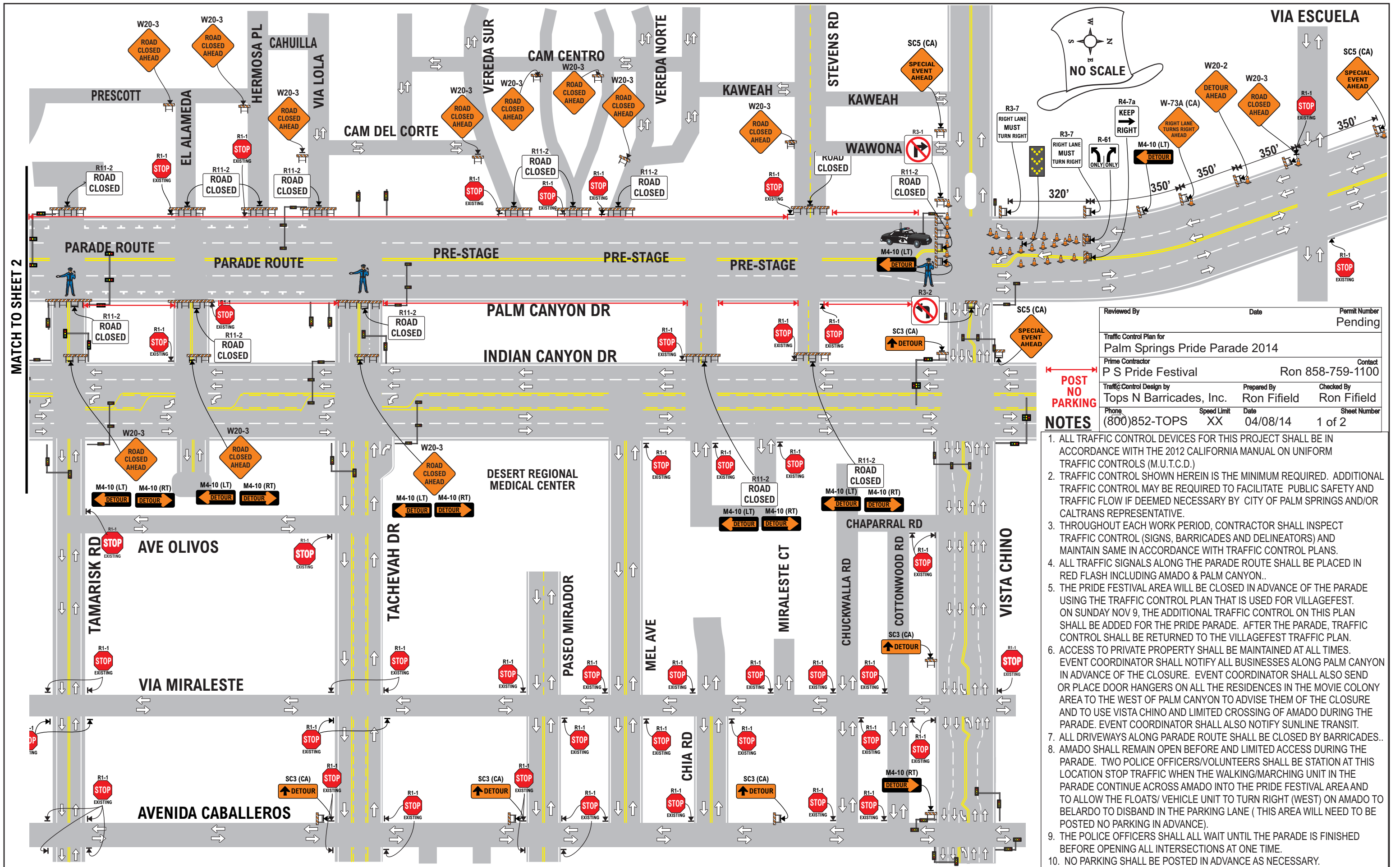
INSURANCE. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of the Agreement, including any extension thereof, the following policies of insurance:

- (a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least \$1,000,000 bodily injury and property damage, including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Insurance shall name the City, its officers, employees and agents as additional insured.
- (b) **Workers' Compensation Insurance.** A policy of workers' compensation insurance in any amount which fully complies with the statutory requirements of the State of California and which includes \$1,000,000 employer's liability. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents, and their respective insurers.
- (c) **Business Automobile Insurance:** A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of \$1,000, 000 bodily injury and property damage. The Business Automobile Insurance shall name the City, its officers, employees, and agents as additional insured.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements or binders are approved by the City.

The contractor agrees that the provisions of contained herein shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the work in compliance with this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

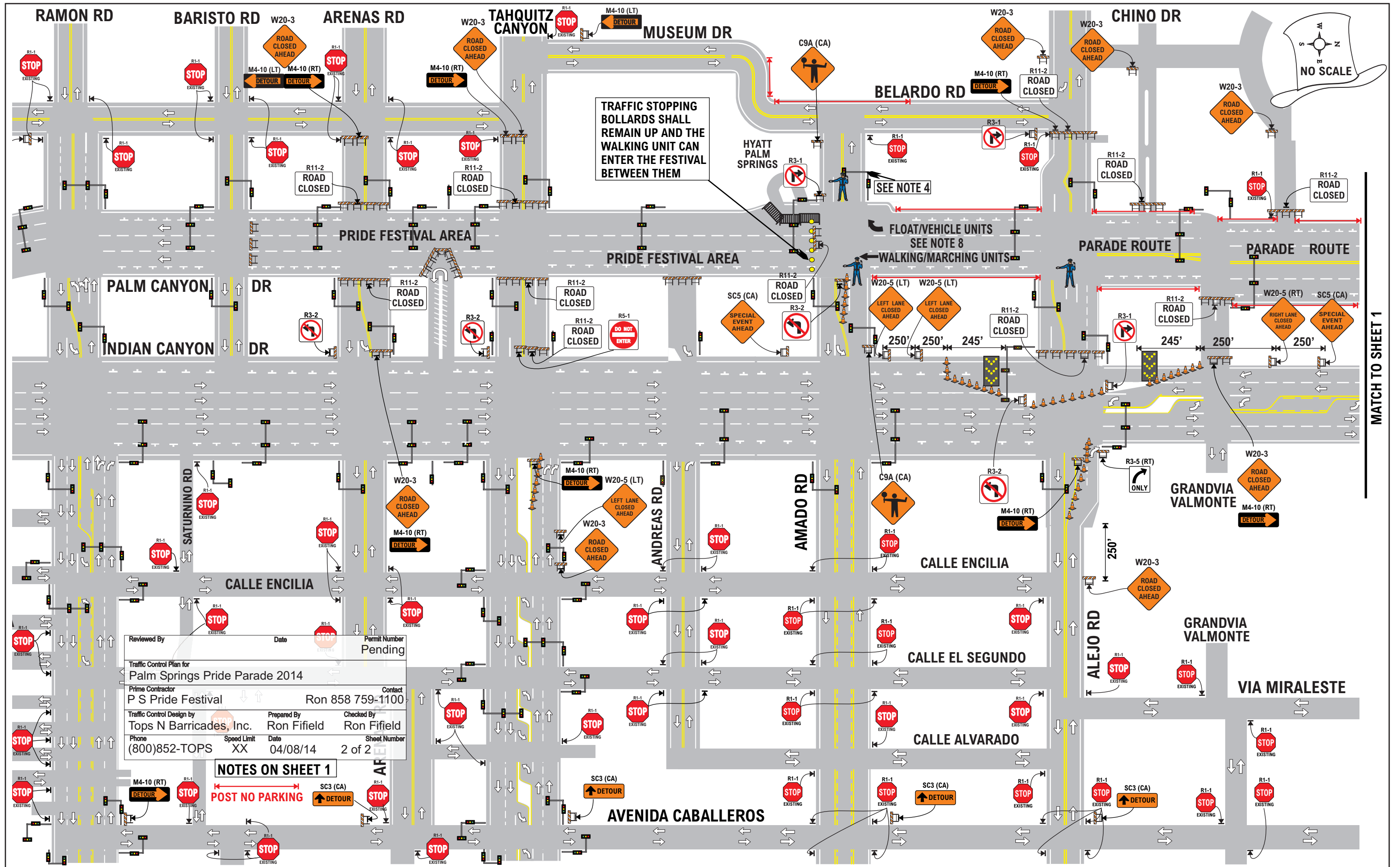


Reviewed By	Date	Permit Number
Traffic Control Plan for Palm Springs Pride Parade 2014		
Prime Contractor	Contact	
P S Pride Festival	Ron 858-759-1100	
Traffic Control Design by	Prepared By	Checked By
Tops N Barricades, Inc.	Ron Fifield	Ron Fifield
Phone	Speed Limit	Date
(800)852-TOPS	XX	04/08/14
		Sheet Number
		1 of 2

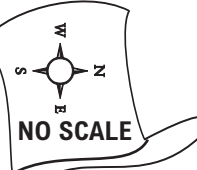
POST NO PARKING

NOTES

1. ALL TRAFFIC CONTROL DEVICES FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE 2012 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROLS (M.U.T.C.D.)
2. TRAFFIC CONTROL SHOWN HEREIN IS THE MINIMUM REQUIRED. ADDITIONAL TRAFFIC CONTROL MAY BE REQUIRED TO FACILITATE PUBLIC SAFETY AND TRAFFIC FLOW IF DEEMED NECESSARY BY CITY OF PALM SPRINGS AND/OR CALTRANS REPRESENTATIVE.
3. THROUGHOUT EACH WORK PERIOD, CONTRACTOR SHALL INSPECT TRAFFIC CONTROL (SIGNS, BARRICADES AND DELINEATORS) AND MAINTAIN SAME IN ACCORDANCE WITH TRAFFIC CONTROL PLANS.
4. ALL TRAFFIC SIGNALS ALONG THE PARADE ROUTE SHALL BE PLACED IN RED FLASH INCLUDING AMADO & PALM CANYON..
5. THE PRIDE FESTIVAL AREA WILL BE CLOSED IN ADVANCE OF THE PARADE USING THE TRAFFIC CONTROL PLAN THAT IS USED FOR VILLAGEFEST. ON SUNDAY NOV 9, THE ADDITIONAL TRAFFIC CONTROL ON THIS PLAN SHALL BE ADDED FOR THE PRIDE PARADE. AFTER THE PARADE, TRAFFIC CONTROL SHALL BE RETURNED TO THE VILLAGEFEST TRAFFIC PLAN.
6. ACCESS TO PRIVATE PROPERTY SHALL BE MAINTAINED AT ALL TIMES. EVENT COORDINATOR SHALL NOTIFY ALL BUSINESSES ALONG PALM CANYON IN ADVANCE OF THE CLOSURE. EVENT COORDINATOR SHALL ALSO SEND OR PLACE DOOR HANGERS ON ALL THE RESIDENCES IN THE MOVIE COLONY AREA TO THE WEST OF PALM CANYON TO ADVISE THEM OF THE CLOSURE AND TO USE VISTA CHINO AND LIMITED CROSSING OF AMADO DURING THE PARADE. EVENT COORDINATOR SHALL ALSO NOTIFY SUNLINE TRANSIT.
7. ALL DRIVEWAYS ALONG PARADE ROUTE SHALL BE CLOSED BY BARRICADES..
8. AMADO SHALL REMAIN OPEN BEFORE AND LIMITED ACCESS DURING THE PARADE. TWO POLICE OFFICERS/VOLUNTEERS SHALL BE STATION AT THIS LOCATION STOP TRAFFIC WHEN THE WALKING/MARCHING UNIT IN THE PARADE CONTINUE ACROSS AMADO INTO THE PRIDE FESTIVAL AREA AND TO ALLOW THE FLOATS/ VEHICLE UNIT TO TURN RIGHT (WEST) ON AMADO TO BELARDO TO DISBAND IN THE PARKING LANE (THIS AREA WILL NEED TO BE POSTED NO PARKING IN ADVANCE).
9. THE POLICE OFFICERS SHALL ALL WAIT UNTIL THE PARADE IS FINISHED BEFORE OPENING ALL INTERSECTIONS AT ONE TIME.
10. NO PARKING SHALL BE POSTED IN ADVANCE AS NECESSARY.



TRAFFIC STOPPING BOLLARDS SHALL REMAIN UP AND THE WALKING UNIT CAN ENTER THE FESTIVAL BETWEEN THEM



MATCH TO SHEET 1

Reviewed By	Date	Permit Number
		Pending
Traffic Control Plan for Palm Springs Pride Parade 2014		
Prime Contractor	Contact	
P S Pride Festival	Ron 858 759-1100	
Traffic Control Design by	Prepared By	Checked By
Tops N Barricades, Inc.	Ron Fifield	Ron Fifield
Phone	Speed Limit	Date
(800)852-TOPS	XX	04/08/14
		Sheet Number
		2 of 2

NOTES ON SHEET 1
 POST NO PARKING
 SC3 (CA) DETOUR

SEE NOTE 4

FLOAT/VEHICLE UNITS
 SEE NOTE 8
 WALKING/MARCHING UNITS

GRANDVIA VALMONTE

VIA MIRALETESTE

AVENIDA CABALLEROS

Jasmine Waits

From: Laura Raymond
Sent: Wednesday, May 28, 2014 4:59 PM
To: Jasmine Waits
Cc: Lee A. Bonno
Subject: Fw: Neighbor input requested

Jasmine and Lee,

I have to say that I think closing that long a stretch of Palm Canyon for that long a period of time is ridiculous and a disaster for the merchants and for traffic around the downtown core.

Please don't.

I appreciate and value the gay members of our community, and understand that the Pride organizers want to figuratively as well as physically move the center of the action to the center of town. I get it, really I do. However, I think that it's hard on the merchants, for whom there isn't enough parking as things currently stand, and for whom access to their establishments is blocked by the event.

Also, as a full time resident, I really resent the disruption to my own access to my home caused by Village Fest, and the thought of having to put up with two and a half days of it for the Pride Festival -- no. Just no. If they want the festival closer to downtown, can't they set up on one of the big empty lots across from the Convention Center?

And whatever they do, make sure they have rational, well-thought out traffic management. It's been a total nightmare wherever they are for the past few years.

Love the Festival, love the parade, REALLY really tired of the hassle. It doesn't do all that much for the businesses in town (except for the hotels, as far as I can tell) and it's a giant pain in the ass for the rest of us.

Laura Raymond

The promoters of the Palm Springs Pride Festival and Parade would like to move the Festival from Palm Springs Stadium to Palm Canyon Drive this year. They are asking the City to close:

- Palm Canyon Drive from Amado Road to Baristo Road
- Tahquitz Canyon Way from Belardo Road to Indian Canyon
- Arenas Road from Belardo Road to Indian Canyon

(This closure is identical to the VillageFest closure on Thursday evenings/nights)

These roads would be closed from 11 p.m., Friday, Nov. 7 to 3 a.m., Monday, Nov. 10 to accommodate the two-day Festival on Saturday, Nov. 8 and Sunday, Nov. 9. The hours of the festival would be 10 a.m. to 10 p.m. that Saturday and 10 a.m. to 7 p.m. that Sunday.

If the Festival is located on that stretch of Palm Canyon, then the annual Pride Parade would be moved farther north. The Parade would be held at 10 a.m., Sunday, Nov. 9. The closures they are proposing for the Parade are:

- Palm Canyon Drive from Vista Chino to Tachevah starting at 6 a.m. for pre-stage
- Palm Canyon Drive from Tachevah to Amado starting at 9 a.m. Palm Canyon from Tachevah to Amado would be the parade route. The City's Special Events Planning Team anticipates Palm Canyon from Vista Chino to Amado would be fully open to traffic by 1 p.m. that Sunday. Street crews would begin opening Palm Canyon to traffic starting at Vista Chino following the last parade entry, working their way south.

We are interested in hearing the comments, concerns and questions from your neighborhoods regarding the proposal to move the Pride Festival to Palm Canyon and the Parade farther north, particularly as it relates to the street closures and possible impacts to your neighborhood.

Please email your responses to our Special Events Coordinator Jasmine Waits as soon as possible. Her email is Jasmine.Waits@palmspringsca.gov

Thank you,

Lee

Lee Bonno

Director of Neighborhood and Community Relations

City of Palm Springs

3200 E. Tahquitz Canyon Way

Palm Springs, Ca. 92262

760-323-8255

Jasmine Waits

From: HTCNO Communication
Sent: Tuesday, May 27, 2014 8:05 PM
To: Jasmine Waits
Subject: Fwd: Neighbor input requested

----- Forwarded message -----

From: Judy Elmore
Date: Tue, May 27, 2014 at 8:19 AM
Subject: RE: Neighbor input requested
To: HTCNO Communication <htcno.communication@gmail.com>

I am sure that a great deal of thought has been given to the parade route and closure. In the past I have found these closures to be very confusing and without redirection. Since I am somewhat familiar with the area I can basically figure out how to get to and from my home and into town. I really think these parades need to be in a less travelled area so that there is as little inconvenience as possible to home owners and vehicles. Other areas also offer better parking for attendees.

Judy Elmore

From: HTCNO Communication [mailto:htcno.communication@gmail.com]
Sent: Tuesday, May 20, 2014 4:22 PM
To: undisclosed-recipients:
Subject: Neighbor input requested

Dear Neighbors: below please find an email from Lee Bonno, Director of Neighborhood and Community Relations, requesting input as to the venue for the Palm Springs Pride Festival and Parade. Please take a moment to read Ms. Bonno's email and give your input. Hope you all have a peaceful week.

Alia

Treasurer/Social Chair

HTCNO

Jasmine Waits

From: Charles Howland
Sent: Tuesday, May 27, 2014 3:31 PM
To: Jasmine Waits
Subject: Use of Palm Canyon

Jasmine,

I see no problem with using Palm Canyon for the Pride Festival. It's used for every other significant event, and I think this is fitting.
Thanks for asking.

Charlie Howland

Jasmine Waits

From: Tom Glushko
Sent: Saturday, May 24, 2014 12:36 PM
To: Jasmine Waits
Subject: Fwd: Neighbor input requested

Fine with me!

Sent from my iPhone

Begin forwarded message:

From: HTCNO Communication <htcno.communication@gmail.com>
Date: May 24, 2014 at 3:24:55 PM EDT
To: Tom Glushko
Subject: Re: Neighbor input requested

Hi Tom: For your voice to count as to the PS Pride Festival and Parade, please forward your opinion to: Jasmine.Waits@palmspringsca.gov.

Have a safe holiday weekend.

Alia

On Tue, May 20, 2014 at 10:34 PM, Tom Glushko wrote:
Fine with me.

Sent from my iPad

On May 20, 2014, at 7:21 PM, HTCNO Communication <htcno.communication@gmail.com> wrote:

Dear Neighbors: below please find an email from Lee Bonno, Director of Neighborhood and Community Relations, requesting input as to the venue for the Palm Springs Pride Festival and Parade. Please take a moment to read Ms. Bonno's email and give your input. Hope you all have a peaceful week.

Alia
Treasurer/Social Chair
HTCNO

"Historic Tennis Club Neighborhood Organization,

Jasmine Waits

From: Robert Pilger
Sent: Friday, May 23, 2014 7:22 AM
To: Jasmine Waits
Subject: Gay Pride Festival

Jasmine and Lee

Moving the Festival in Nov to Palm Canyon Dr is a bad idea for the following reasons:

1. It always includes very loud music especially at night when most residents like myself wish to sleep.
 2. It will disrupt the many small business establishments in the downtown core along Palm Canyon Dr
 3. The normal flow of traffic will be impeded with the added taxpayer costs of police and traffic control.
- This festival should be at the PS convention center or nearby areas as this is why this area was developed (for events like this, where there will be less unfavorable impact to residents living nearby)

Sincerely , Robert Pilger

Jasmine Waits

From: Bill Lamond
Sent: Wednesday, May 21, 2014 10:49 PM
To: Jasmine Waits
Subject: Gay Pride celebration input

Hi Jasmine,

I belong to the Historic Tennis Club Neighborhood Organization and received an email to comment on the proposed plans for this year's Gay Pride celebration.

I am gay, and therefore, you might think that I would just rubber stamp anything about this, but I've got to say that closing so much of Palm Canyon for such a long period doesn't sit well with me as a member of the Tennis Club neighborhood.

We live with so many closures that to add another one, when there is already a venue, seems an inconvenience for the people who live here.

When I think about closing Palm Canyon from Vista Chino to Baristo, it simply seems like the most inconvenient thing to do for many, many people.

If this were a once in a lifetime event, I would tend to say yes, but I don't want this every single year. I could see it happening when the downtown project is complete, to celebrate for the first year, the new Palm Springs.

It also sets a precedent for other groups and celebrations to turn Palm Canyon into a carnival.

Thanks for letting me input. Much appreciated.

Regards,

Bill Lamond

Jasmine Waits

From:
Sent: Tuesday, May 20, 2014 8:44 PM
To: Jasmine Waits
Subject: Owners of 550 w Santa Rosa

Neither the Thursday night market or your proposed closings of the same streets for the parade have any negative impact on us.

I think it is a great idea!

Roxanne's iPhone

Jasmine Waits

From: James Cioffi
Sent: Tuesday, May 20, 2014 8:15 PM
To: Jasmine Waits
Subject: Gay Pride Street Closure

We are opposed to any more street closures, they make it difficult to get in and out of our home in the Villas.
Jim and DebbieCioffi

Jasmine Waits

From: Paul Travis
Sent: Tuesday, May 20, 2014 5:09 PM
To: Jasmine Waits
Subject: Change forbPalm Springs Pride

As a resident homeowner in the Historic Tennis Club Neighborhood I very much support the move of the vFestival to Paim Canyon Drive. It will make it more of a "Palm Springs" event.

Jasmine Waits

From: Tim Erkins
Sent: Tuesday, May 20, 2014 4:40 PM
To: Jasmine Waits
Subject: Fwd: Neighbor input requested

I welcome the change to the new location and look forward to the diversity of the city to continue. It has done the same style format for motorcycle weekend and other events. So I would love them to have a change for the LGBT community. Also we have no Marilyn statue anymore, we need more events in the heart of downtown.

Thank you
Tim

Begin forwarded message:

From: HTCNO Communication <htcno.communication@gmail.com>
Date: May 20, 2014 at 4:21:56 PM PDT
To: undisclosed-recipients;;
Subject: Neighbor input requested

Dear Neighbors: below please find an email from Lee Bonno, Director of Neighborhood and Community Relations, requesting input as to the venue for the Palm Springs Pride Festival and Parade. Please take a moment to read Ms. Bonno's email and give your input. Hope you all have a peaceful week.

Alia
Treasurer/Social Chair
HTCNO

"Historic Tennis Club Neighborhood Organization,

The promoters of the Palm Springs Pride Festival and Parade would like to move the Festival from Palm Springs Stadium to Palm Canyon Drive this year. They are asking the City to close:

- Palm Canyon Drive from Amado Road to Baristo Road
- Tahquitz Canyon Way from Belardo Road to Indian Canyon
- Arenas Road from Belardo Road to Indian Canyon

(This closure is identical to the VillageFest closure on Thursday evenings/nights)

Jasmine Waits

From: Ron deHarte
Sent: Thursday, May 08, 2014 7:05 PM
To: Jasmine Waits
Subject: Fwd: Pride weekend

follow up from today's PSNIC meeting -

Begin forwarded message:

From: Sheila Cobrin
Subject: Pride weekend
Date: May 8, 2014 at 7:03:18 PM PDT
To:
Cc: "

Hi Ron,

It was very enlightening speaking with you this afternoon regarding the change of venue for the festival and the parade. Unfortunately your time at PSNIC was limited and left questions unanswered. After speaking with you and having your map in front of me to follow I can see why this works out better for your organization being able to expose more people to the festival and parade. While I personally didn't agree with what you were trying to explain I said I was open to discussion so that I could take this back to my neighborhood. After our discussion I see no reason to poll my neighbors because I am sure they'd agree we can all find a way in & out of Vista Las Palmas for the 6 or 7 hours of street closure.

Again, thanks for your time today.

Sheila Cobrin

Jasmine Waits

From: SirSwindon
Sent: Tuesday, May 20, 2014 4:31 PM
To: Jasmine Waits
Subject: Palm Springs Pride F and Parade

I live in the tennis club area.

Please keep it where it has been in the past.

Please do not move it away from where it has been in the past.

Keep it as far away from the Tennis Club area as possible.

Thank you.

Jasmine Waits

From: Carol Holmes
Sent: Tuesday, May 20, 2014 4:30 PM
To: Jasmine Waits
Subject: PS Pride weekend in Nov

I believe closing down Palm Canyon for a whole weekend is way too long and disruptive. I live in the tennis club neighborhood, and would rather keep the locations of the festivities as they have been.

Sent from my iPhone

Jasmine Waits

From:
Sent: Tuesday, May 20, 2014 4:26 PM
To: Jasmine Waits
Subject: Palm Springs Pride Festival and Parade

Thanks for the opportunity to give input as to the change of location for the Pride Festival and Parade. Due to the noise disturbance it will create, I oppose the change. Love the event but oppose the change. Thank you.

Ali

Jasmine Waits

From: Lee A. Bonno
Sent: Wednesday, May 14, 2014 5:15 PM
To: Jasmine Waits
Cc: Jay Thompson
Subject: FW: City seeks your input

FYI

Lee Bonno

Director of Neighborhood and Community Relations
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, Ca. 92262
760-323-8255

Please note that City Hall hours are from 8 a.m. to 6 p.m Mon. - Thurs. and closed on Fridays

From: Steve Solomon
Sent: Wednesday, May 14, 2014 4:43 PM
To: Lee A. Bonno
Cc:
Subject: Re: City seeks your input

Lee

Thank you for asking the movie colony residents what we think might be a solution to lessen the impact on the MC area for the Pride parade traffic.

During all parades south bound motorist take left turns at both Gran via Val Monte and Via Altamira. They enter our neighborhood then turn south on Miraleste causing a huge back up at Miraleste and Alejo,

We feel that there should be NO East (left) TURNS from Indian south bound Traffic on Gran Via Val Monte and Via Altamira.

The cars should be directed to CABALLEROS from either Vista Chino, Tamarisk or Tachevah as these streets have lights and Caballeros is the widest street going to Alejo which has a 4 way stop.

Abby & Steve Solomon

Jasmine Waits

From: Karen Brobeck
Sent: Tuesday, May 20, 2014 7:20 AM
To: Jasmine Waits
Subject: Re: Pride parade and festival

Dear Jasmine,

Thank you for your response. I know many of the merchants downtown primarily with my work with Aids Assistance Program and the Desert art Center and in the past they have been opposed to closing off the street. I stand corrected. Hopefully this influx of people will support them and it will be a good thing for all.

As far as residential concerns, they are insignificant against the bigger picture.

Regards,
Karen Brobeck

Sent from my iPad

On May 19, 2014, at 10:30 AM, "Jasmine Waits" <Jasmine.Waits@palmsprings-ca.gov> wrote:

Hi Karen,

Thank you for taking the time to express your concerns about Palm Springs Pride moving downtown. It's very helpful to have community input.

The uptown and downtown merchants are in full support of this event moving downtown. They are one of the first organizations Palm Springs Pride presented this idea to. They feel as if having this event downtown would be good for business.

As a resident is there any particular concerns you have? I want to present all obstacles to the Palm Springs Pride to see if they are able to accommodate all resident concerns if reasonably possible.

Thank you again,

Jasmine

From: karenbrobeck
Sent: Saturday, May 17, 2014 1:24 PM
To: Jasmine Waits
Subject: Pride parade and festival

I would be totally against closing off Palm Springs for a 2 day festival. The merchants have a hard enough time this time of year. Making it more difficult for tourists and locals who are not a part of the Festival does not serve any useful purpose and takes business away from merchants. Closing off neighborhood streets is also an imposition for residents.

I would not be opposed for them to have their parade on Palm Canyon Drive

Sincerely
Karen Brobeck