

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH AND
JUNIOR VOLLEYBALL ASSOCIATION IN PARTNERSHIP WITH
BEACH VOLLEYBALL CLUBS OF AMERICA TO PROVIDE THE
JVA/BVCA HERMOSA BEACH NATIONAL CHAMPIONSHIPS**

THIS AGREEMENT is made this 13th day of January, 2026 (hereinafter titled the "Effective Date"), by and between the City of Hermosa Beach, a California municipal corporation (hereinafter called "CITY") and Junior Volleyball Association (hereinafter called "JVA"), and Beach Volleyball Clubs of America (hereinafter called "BVCA"). CITY, JVA and BVCA are sometimes individually referred to herein as "Party" and collectively referred to as "Parties."

RECITALS

- A. JVA/BVCA desires to organize, coordinate, produce and oversee the JVA/BVCA Hermosa Beach National Championships ("Event") in the City on City-owned property for the term of this Agreement.
- B. JVA/BVCA represents that it is qualified and able to do so in a manner that benefits CITY and its community.
- C. The CITY is willing to make its property ("City Property") available for the Event due to the benefit it provides to the community.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on January 13, 2028, unless earlier terminated as provided herein. Further, the City Manager, in the City Manager's sole discretion, may have the option to extend this Agreement for one (1) additional one (1) year term on dates to be determined and contingent upon scheduling considerations related to the 2028 Olympic and Paralympic training and/or games.

Section 2. JVA/BVCA's Duties:

- a. Events, Dates, and Locations. Subject to the terms of this Agreement, JVA/BVCA may organize, coordinate, produce and oversee the Event, which consists of a youth volleyball tournament. Event activities may take place on the Beach north and south of the Pier within the commercial zone between 10th to 15th street. The Event must remain open to the public. Event dates, including set-up and tear-down, included as part of this Agreement shall be:
 - July 6, 2026 – July 11, 2026; and

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- July 6, 2027 – July 12, 2027

- b. Annual Event Confirmation, Changes, and Cancellations. JVA/BVCA must annually inform the CITY of its intent to produce the Event, including confirmation of event dates and event times, no later than three months prior to the event. The City shall notify JVA/BVCA of its intention to exercise the additional one (1) year option and for which dates no later than January 31, 2028. Should JVA/BVCA desire to reschedule an event date(s) or change Event location(s) from the dates outlined in this Agreement, it must do so in writing no later than three (3) months prior to the Event. CITY will review the request against other activities and events booked within the City. While approval of a date change will not be unreasonably withheld, already scheduled activities or events will have priority. Use of additional location(s) may be approved as mutually agreed upon between the CITY and JVA/BVCA provided JVA/BVCA informs the CITY of this request at least three months prior to the Event.

CITY reserves the right in its sole discretion at any time or times to cancel the Event and/or suspend the use of Event location(s) subject to this Agreement, for any duration to protect public health and safety. Any such closure will not constitute a breach or a default of this Agreement. CITY shall have no liability whatever to JVA/BVCA for the effect of such suspension and closure on any Event, nor shall CITY have any responsibility to provide JVA/BVCA with substitute Event dates or locations. JVA/BVCA's rights under this Agreement are subject and subordinate to CITY's police and emergency powers in addition to CITY's rights to manage its municipal facilities, including outdoor public spaces and its contractual rights as described in this Agreement.

- c. Event Permits and Agreements. JVA/BVCA shall obtain permits from CITY for each Event and shall enter into and comply with all agreements for such permits as required by CITY, including but not limited to:

- Any required permits from the Community Development Department pertaining to building and safety review.
- Any required permits from the Los Angeles County Fire Department.
- Any required permits from the California Coastal Commission.

Exhibit A includes a sample Special Event Permit.

- d. Fee to CITY. JVA/BVCA shall pay CITY direct and indirect costs including but not be limited to the provision of CITY staff time dedicated to the Event, Amplified Sound Permit fees, parking fees, daily special event category fees, daily set-up/tear-down fees, and co-sponsor fees.
- e. Annual Review. Within sixty (60) days prior to and after each Event, JVA/BVCA shall provide an annual overview to the Parks, Recreation and Community Resources Advisory Commission in the form of an agendaized presentation. The pre-event presentation shall highlight: a general event overview including anticipated number of attendees; an overview of the event footprint and individualized setup; and anticipated impacts to the community as a result of the event. The post-event presentation shall include: a general overview including the actual number of attendees; actual impact(s) to the community as a result of the event; and any event struggle(s) and success(es).
- f. Environmental Sustainable Measures. JVA/BVCA shall implement the CITY's environmental sustainability measures, including but not limited to:
- JVA/BVCA shall only use electric generators or generators operated with a 50% blend of bio-diesel fuel, or equivalent or lower emissions sources.
 - JVA/BVCA shall incorporate sustainability requirements into vendor agreements.
 - JVA/BVCA shall advertise green measures and rules in event advertising.
 - JVA/BVCA shall limit single-use paper, packaging, and décor items.
 - JVA/BVCA shall limit use of handouts, flyers, and giveaways.
 - JVA/BVCA shall enact a no-idling requirement for vehicles.
 - JVA/BVCA shall provide on-site personnel to ensure that litter and trash are minimized, and recycling is maximized.

- JVA/BVCA shall encourage vehicles used in connection with the event, are hybrid, electric, or CNG vehicles.
 - JVA/BVCA shall participate in pre-event and post-event reviews of compliance with sustainability measures.
- g. Parking Spaces. JVA/BVCA may request dedicated use of public parking spaces as needed for Event activities including parking of Event-related vehicles; storage of essential Event-related equipment and supplies; and other Event-related structures for each Event. Use of these spaces must be mutually agreed upon between the CITY and JVA/BVCA following submittal of a site plan by JVA/BVCA outlining the use of the parking space(s) at least ten (10) working days prior to each Event. While approval of parking request(s) will not be unreasonably withheld, already scheduled activities or events will have priority. The CITY will consider approval based on the location, seasonal needs for parking, and the overall impacts to the loss of parking spaces to the area. JVA/BVCA shall ensure the spaces are clean from debris, and other materials that were collected as a result of Event activities.
- h. Logistical Meetings. JVA/BVCA is required to participate in logistical and planning meetings with relevant CITY departments as requested by the City.
- i. Restroom, Recycling, and Trash Facilities. JVA/BVCA shall provide an acceptable number of portable toilet facilities for each Event as determined by the CITY. JVA/BVCA shall provide trash and recycling receptacles for each Event as required by the CITY. Recyclable items shall be separated from refuse/trash. JVA/BVCA shall coordinate with CITY's franchisee refuser hauler to add recycling containers in convenient locations to ensure capacity and reduce litter. The location, delivery, and pick-up of these items must be mutually agreed upon between JVA/BVCA and the CITY prior to each Event.
- j. Sponsorships; Tickets; Merchandise; and Broadcasting. CITY acknowledges and agrees that JVA/BVCA (i) may (and has the exclusive right to) promote and market the Events in its sole discretion, (ii) may (and has the exclusive right to) sell sponsorships, food and non-alcoholic beverages at Event in its sole discretion; provided that no Events sponsor will be promoting or marketing gambling, political, or religious viewpoints. Donating persons or entities must be consistent with the core values, mission, and vision

of the City. CITY hereby grants to JVA/BVCA and each Event sponsor, at no charge to JVA/BVCA or such Event sponsor, the right to use and display the City of Hermosa Beach name in advertisements, publicity, and promotions for Events. JVA/BVCA has the exclusive right to broadcast the Events in its sole discretion and JVA/BVCA is entitled to retain all revenues from such sales and broadcasts.

- k. Insurance. JVA/BVCA shall provide comprehensive general liability insurance in the form of a certificate naming "the City of Hermosa Beach, its officers, agents, volunteers, and employees as additional insureds." JVA/BVCA shall maintain insurance coverage meeting the standards outlined in this Section at all times during the term of the Events permitted by this Agreement. All certificates are subject to approval of the City's Risk Manager. Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including property damage, bodily injury, death, and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required occurrence limit. The City reserves the right to request greater or lesser amounts of insurance coverage. JVA/BVCA shall provide evidence that the commercial general liability insurance includes coverage for injuries to athletic participants and participant accident insurance. If JVA/BVCA maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City. JVA/BVCA shall furnish properly executed certificates of insurance to City, which certificates shall clearly evidence all coverage required above and provide that such insurance shall not be materially changed, terminated or allowed to expire except on thirty (30) days prior written notice to City; and further, shall provide that if JVA/BVCA fails to pay any required deductible or self-insured retention, City may do so at JVA/BVCA's expense.
- l. Indemnification. JVA/BVCA shall indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all claims, demands, losses, damages, costs and expenses (including but not limited to court costs, penalties, expert fees and reasonable attorneys' fees), judgments, liabilities and causes of

action of any nature whatsoever and damages for injuries to persons and property arising from JVA/BVCA's use of City Property pursuant to this Agreement, including but not limited to JVA/BVCA's negligent or wrongful acts, errors or omissions in the set-up, operation and tear-down of its improvements and use of City Property by JVA/BVCA's guests, patrons, invitees, customers, employees, officers, and contractors hired in connection with this Agreement. JVA/BVCA shall promptly pay the amount of any final and non-appealable judgment rendered against CITY, its officers, employees and agents for any such indemnified claims, and reasonable costs, and reasonable expert and attorney fees incurred by CITY in the defense of such claims. JVA/BVCA's obligations under this Section shall survive any termination of this Agreement.

Section 3. CITY's Duties.

- a. Event Permits. CITY shall provide event permits to JVA/BVCA for each Event unless CITY determines in its sole discretion that it would not be in the public interest or that it would be averse to the public health, safety, or welfare.
- b. No Parking Signs. The CITY shall post no parking signs in parking Lot B at least 72 hours prior to the start of event setup.

Section 4. Assignment. This Agreement may not be assigned in whole or in part by either party, without the prior written consent of the other party. This Agreement is binding upon, and will inure to the benefit of, the successors and permitted assigns of each party.

Section 5. Independent Contractor. JVA/BVCA will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute JVA/BVCA as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between CITY and JVA/BVCA.

Section 6. Termination. CITY may terminate this Agreement upon thirty (30) days written notice to JVA/BVCA if CITY determines in its sole discretion that continuation of this Agreement would not be in the public interest, that it would be adverse to the public health, safety, or welfare, or that a substantial portion of CITY's property is unavailable due to construction activity. Prior to termination on the ground that a substantial portion of CITY's property is unavailable due to construction activity, CITY shall provide JVA/BVCA an opportunity to propose

adjustments to the venue or an alternative location for the event. JVA/BVCA's proposed adjustments or alternative shall be provided within thirty (30) days of written notice from CITY and is subject to approval of the City Council, in its sole discretion, in a public meeting. JVA/BVCA may terminate this Agreement upon written notice if any casualty or other cause beyond the reasonable control of JVA/BVCA prohibits or materially impedes JVA/BVCA from conducting any Event in the manner required by the CITY. Upon termination of the Agreement, any events subsequent to the termination will no longer be the responsibility of JVA/BVCA.

Section 7. Notice. Any notice, demand, request, approval or communication required to be made or given pursuant to this Agreement may either be personally served upon the other Party or deposited in the United States mail, postage prepaid as follows:

For JVA: Jenny Hahn
1414 Underwood Avenue, Suite 404
Milwaukee, WI, 532213

For BVCA: Jeff Smith
14127 Segundo Court
Poway, CA 92064
(858) 405-4306

For CITY: City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254
(310) 318-0216
Attention: Steve Napolitano

Any notices so given pursuant to the provision of this paragraph will be deemed served twenty-four (24) hours after the deposit thereof in the United States mail.

Section 8. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and JVA/BVCA, and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both parties. The parties anticipate that, in addition to this Agreement, they will enter into a mutually acceptable event agreement for each Event setting forth precise terms and conditions applicable to that Event. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same

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agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9. Representations and Warranties. Each party hereby represents and warrants to the other party as of the date of this Agreement as follows:

- a. It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- b. This Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with the terms of this Agreement, subject to creditors' rights and general principles of equity;
- c. Such party's execution and delivery of this Agreement, and its performance hereunder, will not violate or conflict with any other contract or agreement to which it is a party, any applicable law, or any court order or decree to which it is subject;
- d. It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement;
- e. No litigation or pending or threatened (in writing) claims of litigation exist which would reasonably be likely to adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement;
- f. Such party's employees (and employees of its subsidiaries, affiliates, assigns, representatives, licensees, or others contracting with such party to work at any Event) are, to the extent such position is covered by any collective bargaining agreement or to the extent there is any agreement obligating such function to be performed by union members, members of the appropriate union.

Section 10. Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles thereof.

Section 11. Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

Section 12. Waiver. The failure of any Party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any Party to enforce any of such provisions, rights, or elections will not prejudice such Party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

EXECUTED the day and year first above stated.

Junior Volleyball Association

By: _____
Jenny Hahn

Beach Volleyball Clubs of America

By: _____
Jeff Smith

CITY OF HERMOSA BEACH

By: _____
Rob Saemann, Mayor

APPROVED AS TO FORM

ATTEST

By: _____
Jason Baltimore, Interim City Attorney

By: _____
Myra Maravilla, City Clerk