

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH AND THE HERMOSA BEACH
CHAMBER OF COMMERCE AND VISITORS BUREAU AND THE HERMOSA BEACH
CHAMBER FOUNDATION TO PROVIDE THE SIDEWALK SALES, ST. PATRICK'S DAY
PARADE, MEMORIAL DAY FIESTA HERMOSA, LABOR DAY FIESTA HERMOSA, AND
HERMOSA FOR THE HOLIDAY EVENTS**

THIS AGREEMENT is made this _____ day of _____, 2025, by and between the City of Hermosa Beach, a California municipal corporation (hereinafter called "CITY"), and the Hermosa Beach Chamber of Commerce and Visitors Bureau, a California nonprofit mutual benefit corporation (hereinafter called "CHAMBER"), and the Hermosa Beach Chamber Foundation, a California nonprofit public benefit corporation (hereinafter called "FOUNDATION"). CITY, CHAMBER, and FOUNDATION are sometimes individually referred to herein as a "PARTY" and collectively referred to as the "PARTIES."

RECITALS

- A. CHAMBER and FOUNDATION desire to organize, coordinate, produce, and oversee the following Events: Sidewalk Sales, St. Patrick's Day Parade, Memorial Day Fiesta Hermosa ("Fiesta Event 1"), Labor Day Fiesta Hermosa ("Fiesta Event 2"), and Hermosa for the Holidays in the City on City-owned property and private property (upon approval by property owner) for the term of this Agreement.
- B. CHAMBER and FOUNDATION represents that they are qualified and able to do so in a manner that benefits CITY and its resident and business community.
- C. The CITY is willing to make its property available for each Events due to the benefit each provides to the community.
- D. CHAMBER and FOUNDATION desire to clearly define their respective roles and responsibilities for the Events, with FOUNDATION serving as the managing entity for the St. Patrick's Day Parade and Hermosa for the Holidays, and CHAMBER serving as the managing entity for the remaining Events.

NOW, THEREFORE, in consideration of the foregoing and contained herein, the Parties agree as follows:

Section 1. Term of Agreement. The term of this Agreement shall commence on January 1, 2026 and terminate on December 31, 2028, unless earlier terminated as provided herein.

Section 2. PARTIES' Duties:

Applicability to FOUNDATION. Except as otherwise expressly stated herein, all duties, obligations, requirements, indemnities, and insurance provisions set forth in this Section 2 and throughout this Agreement shall apply equally to CHAMBER and FOUNDATION with respect to the Events each entity manages.

- a. Events, Dates, and Locations. The PARTIES may organize, coordinate, produce, and oversee the Events at locations and on dates as mutually agreed upon by the PARTIES and CITY.
- 2026 Event Dates. The PARTIES and CITY have mutually agreed on the following dates for the following Events:
 - Sidewalk Sales: January 23 through January 25; April 17 through April 19; and August 14 through August 16
 - Parade: March 14
 - Fiesta Hermosa 1: May 21 through May 26 (including setup and teardown)
 - Fiesta Hermosa 2: September 4 through September 8 (including setup and teardown)
 - Hermosa for the Holidays: November 19 through November 22 (including setup and teardown)
 - 2026 Event Locations. The PARTIES shall provide the CITY an Event site plan clearly indicating all Event location requests for 2026 events by December 31, 2025. Upon receipt, the CITY shall consider the requests against other activities and events booked within the CITY and provide the PARTIES with the CITY's barricade, traffic control, and security requirements 90 days in advance of each Event.
 - 2027 and 2028 Events. PARTIES must annually inform the CITY of its intent to produce each Event, including confirmation of Event dates, times, and locations by July 1 of the preceding year for its 2027 and 2028 Events. The PARTIES shall provide the CITY an Event site plan clearly indicating all Event location requests for 2027 and 2028 events 90 days in advance of each Event. Upon receipt, the CITY shall consider the requests against other activities and events booked

within the CITY and provide the PARTIES with the CITY's barricade, traffic control, and security requirements within seven business days.

- b. Event Changes and Cancellations. Should a PARTY desire to reschedule Event date(s) or request a change to Event location(s) or cancel an Event, it must do so in writing no later than thirty (30) days prior to the Event date(s). If a PARTY requests to reschedule Event date(s) or change Event location(s), the CITY will review the request against other activities and events booked within the City. CITY reserves the right in its sole discretion at any time or times to cancel an 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 PARTIES for the effect of such suspension and closure on any Event, nor shall CITY have any responsibility to provide PARTIES with substitute Event dates or locations. PARTIES' 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. Additional Event(s). Should a PARTY desire to apply for special events on public property not covered in this Agreement, it must do so by submitting a Special Events Application by the application deadline based on the Impact Level of the requested special event per the Hermosa Beach Special Events Policy Guide. The requested special event shall be subject to the review and approval process and fees outlined in the Hermosa Beach Special Events Policy Guide, which may be amended from time to time.
- d. Parade Partnership with the CITY. The Parade shall be presented as a partnership event between the FOUNDATION and the CITY. All mentions and marketing of the Parade shall clearly indicate the event is produced, "in partnership between the Hermosa Beach Chamber Foundation and the CITY" preceded by the CITY logo and must be given due prominence. The CITY requires prior review of all Parade materials, such as but not limited to merchandise, signage, press releases, print pieces, broadcast emails, social media graphics, and website postings. CITY will provide an electronic copy

of the most current logo to the FOUNDATION for use in Parade materials. The FOUNDATION will, in turn, only use the most current logo of the CITY.

- As a result of this partnership, the CITY shall waive all direct and indirect costs associated with the Parade. Direct costs include, but are not limited to, CITY staff time incurred during event setup, the Parade itself, and teardown. Additionally, the CITY shall provide CITY-owned barricades with setup and teardown to be completed by the CITY, both at no additional cost.
- e. Event Permits and Agreements. PARTIES 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 the following:
- 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 Los Angeles County Health Department for food service.
 - Any required permits from the California Coastal Commission.
 - Any required permits from the California Department of Alcoholic Beverage Control for alcohol service.
- f. Fee to CITY. PARTIES shall pay CITY direct costs, including but not limited to the provision of CITY Staff time, Amplified Sound Permit, and 50% of parking fees for each Event, with the exception of the Parade, for which all direct and indirect costs shall be waived pursuant to Section 2(d). Indirect costs shall be waived for each Event.
- g. Review of Events. Annually, in December, through the terms of this Agreement, the CHAMBER, in conjunction with the FOUNDATION, shall provide an annual overview to the City Council in the form of an agenda presentation highlighting the CHAMBER and FOUNDATION'S events and any additional programs and activities that took place throughout the current calendar year. On an annual basis, within 60 days following each EVENT, the PARTIES shall provide the CITY with a complete annual Report on operations, including appropriate financial accounting and profit and loss statements. This report shall contain any proposed and implemented changes or enhancements to the Events.

- h. Environmental Sustainable Measures. PARTIES shall implement the CITY's environmental sustainability measures, including but not limited to:
- PARTIES shall only use electric generators or generators operated with a 50% blend of bio-diesel fuel, or equivalent or lower emissions sources.
 - PARTIES and its vendors shall be prohibited from distributing Polystyrene Food Service Ware. Biodegradable food service containers shall be used
 - PARTIES shall incorporate sustainability requirements into vendor agreements.
 - PARTIES shall advertise green measures and rules in event advertising
 - PARTIES shall prohibit the use of single-use plastic straws, stirrers, and utensils.
 - PARTIES shall limit single-use paper, packaging, and décor items.
 - PARTIES shall limit use of handouts, flyers, and giveaways.
 - PARTIES shall enact a no-idling requirement for vehicles.
 - PARTIES shall provide on-site personnel to ensure that litter and trash are minimized, and recycling is maximized.
 - PARTIES shall encourage vehicles used in connection with the event, are hybrid, electric, or CNG vehicles.
 - PARTIES shall participate in pre-event and post-event reviews of compliance with sustainability measures.
- i. Parking Spaces. PARTIES may request dedicated use of public parking spaces as needed for the 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 PARTIES following submittal of a site plan by PARTIES outlining the requested parking space(s) at least 10 working days prior to each Event. The CITY will consider approval based on the location, seasonal needs for parking, and the overall impacts to the loss of parking spaces in the area. PARTIES shall ensure the spaces are clean from debris and other materials that were collected as a result of event-related activities.
- j. Logistical Meetings. PARTIES are required to participate in logistical and planning meetings with relevant City departments as requested by the CITY.
- k. Community Feedback. PARTIES shall provide and facilitate an annual process, in collaboration with the CITY, for receiving public feedback on its Events, including implemented, ongoing, and proposed changes or enhancements.

- l. Private Security Standards. PARTIES shall work in concert with the Hermosa Beach Police Department to determine private security standards that are appropriate for each Event and must receive the Hermosa Beach Police Department's approval on the private security firm selected. The private security standards will be in addition to police services, which will be determined by the Hermosa Beach Police Department.
- m. Restroom, Recycling, and Trash Facilities. PARTIES shall provide an acceptable number of portable toilet facilities for each Event as determined by the CITY. PARTIES shall provide trash and recycling receptacles for each Event as required by the CITY. Recyclable items shall be separated from refuse/trash. PARTIES 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 PARTIES and the CITY prior to each Event.
- n. Sponsorships. PARTIES may sell sponsorships for each Event. PARTIES agree that Event sponsors will not be from any person or entity promoting gambling, political, or religious viewpoints. Donating persons and entities must be consistent with the core values, mission, and vision of the CITY. PARTIES shall list the CITY as a top-tier sponsor for each Event.
- o. Fiesta Event. In addition to the aforementioned requirements, CHAMBER shall be required to implement and adhere to the following requirements specifically for the Fiesta Event:
- City Booth Space. CHAMBER shall provide booths to the CITY at no cost, as needed, in a prominent location within the event footprint mutually agreed upon between CHAMBER and CITY. The CITY or its assignee may utilize these booths to distribute public information and/or promote community programs and services to attendees.
 - Nonprofit Booth Space. CHAMBER shall offer booth spaces free of charge to community nonprofit organizations not selected for the Garden Charity Volunteer Service. This free booth space shall be provided on a first come-first-serve basis, not to exceed 10 spaces. Additional approvals may be considered based on availability.
 - Booth Fees. CHAMBER shall offer a discount of 20% for booth space to businesses with a Hermosa Beach location that hold a valid business license and are currently Chamber members. Businesses with a Hermosa Beach location that are not Chamber members will be offered the option to join the Chamber at the time of applying for

booth space to receive the discount within the year of their membership.

- Free Expression Zone. The Free Expression Zone shall be located in a prominent area in the path to be determined by prior mutual agreement between the CITY and CHAMBER. Space in the zone shall be provided at no charge to participants.
- Limitation on Use of Fiesta Revenue. Revenue derived by the CHAMBER from the Fiesta Event shall not be used for political campaigning or sectarian religious purposes or activities.
- Promotion of Responsible Alcohol Consumption. CHAMBER shall encourage and promote responsible consumption of alcohol, appropriate taxi and ride share options for event patrons, and designated taxi and ride share pick-up and drop-off locations in event signage, marketing, and throughout the Garden area. CHAMBER shall exercise best efforts to facilitate responsible beverage service education and training for the Garden volunteers, which is available at no cost through the Beach Cities Health District and/or California Department of Alcohol Beverage Control.
- Memorial Day Acknowledgement. CHAMBER shall acknowledge Memorial Day at the Fiesta Event in a suitable manner acceptable to the CITY.
- Clean Buses/Shuttles. CHAMBER shall provide a free shuttle service from remote parking to/from the Fiesta Event. Designated shuttle routes shall seek to mitigate impacts to residents and shall be mutually agreed upon between the CITY and CHAMBER. All buses and shuttles shall be electric, hybrid or use CNG, or equivalent or cleaner emission fuels, and fully comply with all regulations, including Proposition A Local Return Guidelines for recreational transit service which may be amended from time to time.
- Free Bicycle Parking Lot. CHAMBER shall provide a valet bicycle parking lot for bicycles at no charge to cyclists. The total number of bicycle parking spaces shall be determined by prior mutual agreement between the CITY and CHAMBER. CHAMBER will provide bicycle education and bike check services at the valet lot. Bicycle parking lot is contingent upon CITY providing a location. CHAMBER and CITY shall work collaboratively to ensure this event component reflects the needs of visitors while remaining economically viable to the CHAMBER.
- Sales Tax Forms. CHAMBER shall provide sales tax distribution forms to all Fiesta contractors and vendors.
- Net Profit Allocation. CHAMBER shall exercise best efforts toward a commitment of 70% of net profits from the Fiesta Event invested into marketing and business recruitment, retention, and development,

with the remaining 30% applied to CHAMBER reserves by the commencement.

- p. Indemnification. PARTIES 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 PARTIES' use of the license area pursuant to this Agreement, including but not limited to PARTIES' negligent or wrongful acts, errors or omissions in the set-up, operation and tear-down of its improvements and use of the licensed area by PARTIES' guests, patrons, invitees, customers, employees, officers, and contractors hired in connection with this license. The PARTIES' obligation to indemnify the CITY under this Agreement shall not extend to any loss, liability, or damage to the extent such is caused by the CITY's sole negligence or willful misconduct. PARTIES shall promptly pay the amount of any final and non-appealable judgment rendered against PARTIES, 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. PARTIES' obligations under this Section shall survive any termination of this Agreement.
- q. Insurance. PARTIES agree to maintain at all times adequate general liability insurance with respect to the licensed area and the use and occupancy thereof in an amount not less than \$2,000,000.00 per occurrence. Such policy shall name CITY as an additional insured and shall specifically include coverage against claims for bodily injury, death and property damage occurring on or about the licensed area and contractual coverage with respect to the indemnity obligations set forth in this Agreement. PARTIES shall furnish CITY with evidence of such coverage before commencing any use or occupancy of each location, and upon request from time to time thereafter. The insurance policy required herein shall not limit PARTIES' indemnification obligations set forth in Section 2(p).
- r. Right of Entry. PARTIES acknowledge the CITY's absolute right to enter upon the licensed area for purposes of inspection, replacement, repair, or maintenance of public facilities and PARTIES expressly waive any and all claims for damages to its property resulting from such actions, except as arises from the negligence or willful misconduct of the CITY, its agents, employees, or contractors.

- s. Damage to the Property. PARTIES assume responsibility for all damage to the Property and the licensed area caused by or arising from its operations pursuant to this Agreement. In the event that PARTIES do not promptly repair all such damage, PARTIES agree to reimburse the CITY for the correction of any such damage. Upon failure of PARTIES to so reimburse the CITY, the cost incurred by the CITY in repairing the Property shall be a debt of PARTIES to the CITY, and recoverable by the CITY in any manner provided by law.
- t. Compliance with Codes. PARTIES shall conduct its operations in full compliance with all applicable codes, ordinances, and laws, and obtain all necessary permits, including a City business license.

Section 3. CITY's Duties.

- a. Event Permits. CITY shall provide event permits to PARTIES 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. Waiver of Business License Fees and Taxes. For each Event CITY business license fees and CITY business license taxes attributable to each Event shall be waived and owed by PARTIES pursuant to the Hermosa Beach Municipal Code. This Section shall not constitute a waiver of any other type of fees or taxes or of that portion of City business license fees or City business license taxes owed by PARTIES attributable to activities other than the provision of the Events. Nor shall it constitute a waiver of any fees or taxes owed by any person or entity other than PARTIES, including but not limited to those owed by vendors participating in the Events.
- c. Cooperation with PARTIES. CITY shall provide PARTIES the results of CITY's annual review and may make suggestions for the improvement of each Event.
- d. Allocation of Proposition A Funds. CITY shall allocate Proposition A funds for reimbursement of CHAMBER costs associated with adequate implementation of the shuttle bus program as set forth in Section 2 (o) of this Agreement, at a not-to-exceed amount of \$35,000 per year.
- e. Event Fee Invoicing. CITY shall provide PARTIES with initial estimates for direct CITY costs associated with each Event, with the exception of the Parade, 30 days in advance of each Event. These amounts are intended as estimations, as final costs billed to the PARTIES may change due to public safety staffing availability and various other factors.

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.

Section 5. Independent Contractor. PARTIES will act hereunder as independent contractors. This Agreement shall not and is not intended to constitute PARTIES 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 PARTIES.

Section 6. 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.

Section 7. Personnel. PARTIE represents that it has, or shall secure at its own expense, all personnel required to perform PARTIES' duties under this Agreement. PARTIES may associate with or employ associates or subconsultants in the performance of its duties under this Agreement, but at all times shall be responsible for their performance.

Section 8. Termination. PARTIES may terminate this Agreement upon ninety (90) days written notice to the CITY if a PARTY 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, for failure of the PARTIES to adequately incorporate measures outlined in the Hermosa Beach Special Events Policy Guide, 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 PARTIES an opportunity to propose adjustments to the venue or an alternative location for the event. PARTIES' proposed adjustments or alternatives 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. Upon termination of the Agreement, any events subsequent to the termination will no longer be the responsibility of the PARTIES.

Section 9. Notice. Any notice, demand, request, approval or communication required to be made or given pursuant to the provisions of this Agreement may be either personally served upon the Party or deposited in the United States mail, postage prepaid as follows:

For CHAMBER: Chamber of Commerce
120 Pier Avenue
Hermosa Beach, CA 90254
(310) 376-0951
Attention: Michelle Crispin, President

For FOUNDATION: Chamber Foundation
Attn: Katie Vernon, President

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

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

Section 10. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and PARTIES, and supersedes all prior negotiations, representations, or agreements, either written or oral. 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 an event agreement for each Fiesta setting forth precise terms and conditions applicable to that Fiesta.

[signatures on the following page]

EXECUTED the day and year first above stated.

CITY OF HERMOSA BEACH

By: _____
Steve Napolitano, City Manager

APPROVED AS TO FORM

ATTEST

By: _____
Jason Baltimore, Interim City Attorney

By: _____
Myra Maravilla, City Clerk

HERMOSA BEACH CHAMBER OF COMMERCE AND VISITORS BUREAU

By: _____
Michelle Crispin, President

HERMOSA BEACH CHAMBER OF COMMERCE FOUNDATION

By: _____
Katie Vernon, President