

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH AND
THE HERMOSA BEACH CHAMBER OF COMMERCE AND
VISITORS BUREAU TO PROVIDE THE ST PATRICK'S DAY
PARADE, MEMORIAL DAY FIESTA HERMOSA, LABOR DAY
FIESTA HERMOSA OR LOCALE 90254, HERMOSA FOR THE
HOLIDAYS, AND SIDEWALK SALES EVENTS**

THIS AGREEMENT is made this 1st day of January, 2023, by and between the City of Hermosa Beach (hereinafter called "CITY"), and the Hermosa Beach Chamber of Commerce (hereinafter called "CHAMBER").

RECITALS

- A. CHAMBER desires to organize, coordinate, produce and oversee the following Events: the annual St. Patrick's Day Parade ("Parade Event"), Memorial Day Fiesta Hermosa ("Fiesta Event"), Labor Day Fiesta Hermosa ("Fiesta Event 2") or Locale 90254 ("Locale Event"), Hermosa for the Holidays ("Holiday Event") and Sidewalk Sales ("Sidewalk Event") in the City on City-owned property for the term of this Agreement.
- B. CHAMBER represents that it is 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.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term of Agreement. The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2023, unless earlier terminated as provided herein. This agreement may be extended upon request by CHAMBER for two additional one-year terms at sole and exclusive direction of the CITY MANAGER.

Section 2. CHAMBER's Duties:

- a. Event, Dates and Locations. CHAMBER may organize, coordinate, produce and oversee the following events at any of the following public locations as listed for each Event:
 - Parade Event (Saturday prior to St. Patrick's Day):
 - Valley Drive (event staging with street closures)
 - Ardmore Avenue (event staging with street closures)
 - Pier Avenue (with street closures)

- Hermosa Avenue (with street closures)
 - Schumacher Plaza
 - Pier Plaza
- Fiesta Event (Saturday, Sunday, and Monday of Memorial Day weekend) and Fiesta Event 2 (Saturday, Sunday and Monday of Labor Day weekend):
 - Community Center
 - Pier Avenue (with street closures)
 - Hermosa Avenue (with street closures)
 - Lot A
 - Beach, south of the Pier
 - Schumacher Plaza
 - Pier Plaza
- Locale 90254 (Saturday and Sunday in late September or October as mutually agreed upon by the CHAMBER and CITY):
 - Hermosa Avenue (with street closures)
 - Lot A
- Holiday Event (Friday, Saturday, and Sunday prior to Thanksgiving):
 - Pier Avenue (along sidewalks)
 - Hermosa Avenue (along sidewalks)
 - Beach, north or south of the Pier
 - Schumacher Plaza
 - Pier Plaza
 - Manhattan Avenue (north of Pier Avenue with street closures)
- Sidewalk Sales (Saturday(s) and Sunday(s) to be determined as mutually agreed upon by the CHAMBER and City)
 - Pier Avenue (along sidewalks)
 - Hermosa Avenue (along sidewalks)
 - Pier Plaza

b. Annual Event Confirmation. CHAMBER must annually inform the CITY of its intent to produce each 2023 Event, including confirmation of Event dates, times and locations, by December 31, 2022. If the agreement is extended for additional one-year term(s), the CHAMBER must annually inform the CITY of its intent to produce each 2024 or 2025 Event, including confirmation of Event dates, times and locations, by June of each year for the upcoming year. Should CHAMBER desire to reschedule an event date(s) from the dates confirmed, it must do so in writing no later than three (3) months prior to the requested event date(s). 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 CHAMBER provided CHAMBER informs the CITY of this request at least three (3) months prior to the Event. The CITY or CHAMBER may cancel an Event within 30 days written notice prior to each Event without penalty due to COVID-19 precautionary measures or other pandemic-related health orders that would deem the event unsafe or temporarily prohibited. CITY reserves the right in its sole discretion at any time or times to close and suspend the use of each Event location subject to this Agreement for any duration in order 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 CHAMBER for the effect of such suspension and closure on any Event, nor shall CITY have any responsibility to provide CHAMBER with substitute event locations. CHAMBER'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. Fiesta Event 2 or Locale 90254. CHAMBER must inform the CITY of its intent to produce either the Fiesta Event 2 or Locale Event in 2023 by December 31, 2022. The selected Event is approved through the terms of the agreement and the Event not selected will be deemed deleted from this agreement. For the avoidance of doubt, if the CHAMBER informs the CITY of its intent to produce the Fiesta Event 2 in 2023 by December 31, 2022, the Locale Event will be deemed deleted from this agreement. Similarly, if the CHAMBER informs the CITY of its intent to produce the Locale Event in 2023 by December 31, 2022, then the Fiesta Event 2 will be deemed deleted from this agreement.
- d. Additional Event(s). Should CHAMBER 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 each Additional Event(s) per the Special Events Policy Guide. The Additional Event shall be subject to the review and approval process, and fees outlined in the Special Events Policy Guide.

- e. Event Permits and Agreements. CHAMBER 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 provision of adequate insurance and indemnification of CITY, its officers, agents, volunteers, employees, and attorneys as outlined in the Special Event Permit. Exhibit A is a sample Special Event Permit. The following is a non-exhaustive list of other Permits the CHAMBER shall obtain:
 - i. CHAMBER shall additionally procure any required permits from the Los Angeles County Health Department for food service.
 - ii. CHAMBER shall additionally procure any required permits from the California Coastal Commission.
 - iii. CHAMBER shall procure any required permits from the California Department of Alcoholic Beverage Control for alcohol service.
- f. Fee to CITY. CHAMBER shall pay CITY all direct costs including but not limited to the provision of CITY Staff time, Amplified Sound Permit, street cleaning and parking fees for each Event. Indirect costs shall be waived for each Event.
- g. Annual Review. Within 30 days after the Holiday Event, CHAMBER shall provide an annual overview to the City Council in the form of an agendaized presentation highlighting the Chamber's programs, activities, and events throughout the current calendar year. On an annual basis as mutually agreed upon between CHAMBER and CITY, CHAMBER shall provide the CITY with a complete annual Report on Fiesta Event and Fiesta Event 2 (if produced) operations, including appropriate financial accounting and profit and loss statements. This report shall contain all records of the Fiesta Event and Fiesta Event 2 (if produced), including proposed and implemented changes or enhancements to the events.
- h. Environmental Sustainable Measures. CHAMBER shall implement the CITY's environmental sustainability measures, including but not limited to:
 - i. Electric and Bio-diesel Generators. Generators on the venue shall be electric or operated with a 50% blend of bio-diesel fuel, or equivalent or lower emissions sources.

- ii. Food Service Containers. CHAMBER has read, understands and accepts responsibility for ensuring implementation of the City's food packaging prohibitions in Section 8.64.030 of the Municipal Code, which reads as follows:

8.64.030(C). No Person shall use or distribute Polystyrene Food Service Ware at City-sponsored events, City-managed concessions and City meetings open to the public. This subsection shall apply to the function organizers, agents of the organizers, City Contractors, Food Providers, and any other Person that enters into an agreement with one or more of the function sponsors to sell or distribute Prepared Food or otherwise provide a service related to the function.

Biodegradable food service containers shall be used by vendors in the food court and the Garden.

- iii. Plastic Bags. Vendors shall be prohibited from using plastic bags to deliver, provide or hand merchandise to customers.
- iv. CHAMBER shall additionally implement all sustainability measures in the City's Green Matrix through its conduct of the Event and shall ensure vendor compliance.
- v. CHAMBER shall: (1) Incorporate sustainability requirements into vendor agreements, and advertise green measures and rules in event advertising and online; (2) prohibit the use of single-use plastic straws, stirrers, and utensils (per HBMC 8.64); limit single-use paper, packaging, and décor items; use appropriately sized plates, containers and cups; and limit use of handouts, flyers and giveaways; (4) enact a no-idling requirement for vehicles; and (5) provide onsite personnel to ensure that litter and trash are minimized, and recycling is maximized; and (6) provide a list of the functions for which vehicles are used in connection with the event, and a plan increasing the use of hybrid, electric or CNG vehicles over the term of the agreement.
- vi. CHAMBER agrees to implement sustainability/green measures that may be required of other large events in

the City prior to the term of the Agreement, notwithstanding non-inclusion in this agreement.

- vii. CHAMBER shall participate in pre-event and post-event reviews of compliance with sustainability measures.
- i. Parking Spaces. CHAMBER 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 CHAMBER following submittal of a site plan by CHAMBER outlining the use of the parking space(s) at least ten (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 to the area. CHAMBER shall ensure the spaces are clean from debris, and other materials that were collected as a result of event-related activities.
- j. Logistical Meetings. CHAMBER is required to participate in logistical and planning meetings with relevant City departments as requested by the CITY.
- k. Community Feedback. CHAMBER shall provide and facilitate an annual process, in collaboration with the CITY, for receiving public feedback on each Event including implemented, ongoing, and proposed changes or enhancements.
- l. Private Security Standards. CHAMBER shall work in concert with the Hermosa Beach Police Department to determine private security standards that are appropriate for each Event. CHAMBER shall seek to employ CITY's preferred private security firm provided its costs are competitive. The private security standards will be in addition to the minimum police services, which will be determined by the Hermosa Beach Police Department.
- m. Restroom, Recycling and Trash Facilities. CHAMBER shall provide an acceptable number of portable toilet facilities for each Event as determined by the CITY. CHAMBER shall provide trash and recycling receptacles for each Event as required by the CITY. Recyclable items shall be separated from refuse/trash. CHAMBER 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 CHAMBER and the CITY prior to each Event.

- n. Sponsorships. CHAMBER may sell sponsorships for each Event. Chamber agrees 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.

Section 3. Fiesta Event and Fiesta Event 2. In addition to the requirements outlined in Section 2, CHAMBER shall be required to implement and adhere to the following requirements specifically for the Fiesta Event and Fiesta Event 2 (if produced).

- a. Vendor Fees. CHAMBER shall pay CITY an event fee within 30 days after each Event per vendor participating in the Fiesta Event and the Fiesta Event 2 (if produced). CHAMBER shall submit a list of all vendors to the CITY within 7 business days following each Event. As of November 29, 2022, the fee is \$48.14. During the first year of this Agreement, the per vendor fee shall be adjusted using the percentage increase in the cost of living (CPI), not to exceed three percent (3%) as calculated by the United States Bureau of Statistics for the Los Angeles - Riverside - Orange County Standard Metropolitan Statistical Area for All Urban Consumers and shall continue to be adjusted on an annual basis. CHAMBER shall collect the fee from each vendor but shall not be required to collect the fee from any vendor who provides CHAMBER written proof of its non-profit status, or which holds a valid City business license.
- b. 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.
- c. Nonprofit Booth Space. CHAMBER shall offer booth space 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.
- d. 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.

- e. 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.
- f. Limitation on Use of Fiesta Revenue. Revenue derived by the CHAMBER from the Fiesta Event and Fiesta Event 2 (if produced) shall not be used for political campaigning or sectarian religious purposes or activities.
- g. Promotion of Responsible Alcohol Consumption. CHAMBER shall encourage and promote responsible consumption of alcohol, appropriate taxi and ride share options for event patrons, and City 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. CHAMBER shall procure any required permits from the California Department of Alcoholic Beverage Control for alcohol service.
- h. Memorial Day Acknowledgement. CHAMBER shall acknowledge Memorial Day at the Fiesta Event in a suitable manner acceptable to the CITY.
- i. Labor Day Acknowledgement. CHAMBER shall acknowledge Labor Day at the Fiesta Event 2 (if produced) in a suitable manner acceptable to the CITY.
- j. Environmental Sustainable Measures. CHAMBER shall implement the CITY's environmental sustainability measures pertaining to the Fiesta Event and Fiesta Event 2 (if produced), including those mentioned in Section 1 (g) in addition to:
 - a. Clean Buses/Shuttles. CHAMBER shall provide a free shuttle service from remote parking to/from the Fiesta Event and Fiesta Event 2 (if produced). 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 as set forth in Exhibit B of this Agreement.

- b. 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.
- k. Sales Tax Forms. CHAMBER shall provide sales tax distribution forms to all Fiesta contractors and vendors.
- l. Net Profit Allocation. CHAMBER shall exercise best efforts toward a commitment of 70% of net profits from the Fiesta Event and Fiesta Event 2 (if produced) invested into marketing and business recruitment, retention and development, with the remaining 30% applies to CHAMBER reserves by the commencement of the second year of this Agreement.

Section 4. CITY's Duties.

- a. Event Permits. CITY shall provide event permits to CHAMBER 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 and Fiesta Event and Fiesta Event 2 (if produced) provided in accordance with this Agreement, the fees required by Section 1(c) of this Agreement shall be in lieu of that portion of CITY business license fees and CITY business license taxes attributable to the Fiesta Event and owed by CHAMBER 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 CHAMBER attributable to activities other than the provision of the Fiestas. Nor shall it constitute a waiver of any fees or taxes owed by any person or entity other than CHAMBER, including but not limited to those owed by vendors participating in the Fiesta Event and Fiesta Event 2 (if produced).

- c. Cooperation with CHAMBER. CITY shall provide CHAMBER the results of CITY's annual review and may make suggestions for the improvement of each Event. CITY shall not unreasonably withhold consent to CHAMBER's requests for flexibility in the location of the each Event in the event minor relocation is necessary due to construction activities nearby or an act of God.
- 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 3 (i) (a) of this Agreement, at a not-to-exceed amount of \$35,000 per year.
- e. Event Fee Invoicing. CITY shall provide CHAMBER with initial estimates for direct CITY costs associated with each Event 30 days in advance of each Event. These amounts are intended as estimations, as final costs billed to the CHAMBER 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. CHAMBER will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute CHAMBER 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 CHAMBER.

Section 6. Personnel. CHAMBER represents that it has, or shall secure at its own expense, all personnel required to perform CHAMBER's duties under this Agreement. CHAMBER 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 7. Termination. CITY may terminate this Agreement upon 30 days written notice to CHAMBER 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, for failure of the CHAMBER to adequately incorporate measures outlined in Exhibit A, 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 CHAMBER an opportunity to propose adjustments to the venue or an alternative location for the event. CHAMBER's proposed adjustments or alternative shall be provided within 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 CHAMBER.

Section 7. Notice. Any notice required to be given shall be deemed duly and properly given upon delivery, if sent postage prepaid or if personally delivered as follows:

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

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

Section 8. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CHAMBER, 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.

EXECUTED the day and year first above stated.

HERMOSA BEACH CHAMBER OF COMMERCE

By: 

Jessica Accamando, President

CITY OF HERMOSA BEACH

By: Michael Detoy
Michael Detoy, Mayor

APPROVED AS TO FORM

By: Patrick Donegan
Patrick Donegan, City Attorney

ATTEST

By: gcl
Myra Maravilla, City Clerk

EXHIBIT A – Special Event Permit



CITY OF HERMOSA BEACH **SPECIAL EVENT PERMIT PROGRAM**

I. **Permit**

CITY OF HERMOSA BEACH ("City") hereby grants approval to **NAME** ("EVENT PLANNER") for use of **EVENT LOCATION(S)** (the "SITE") for **EVENT TITLE** (the "EVENT").

The permission granted herein for conduct of the EVENT on the SITE, shall commence from **LOAD-IN TIME** on **EVENT DATE(S), YEAR** and terminate at **END OF LOAD-OUT TIME** on dates listed, including load-in and load-out.

This Permit is revocable at any time for violation of conditions of approval, the Hermosa Beach Municipal Code or any applicable regulation or law. The City reserves the right to terminate this permit at any time without advance notice and on cause deemed sufficient by the City.

II. **Event Planner's Obligations (checked boxes denote applicable obligations)**

- Damage deposit:** Post a bond, cashier's check or letter of credit, in the amount of \$_____ as compensation for any damage that may occur to physical property or other costs arising from EVENT PLANNER'S use of the SITE. The bond or other surety shall provide that in the event the EVENT PLANNER fails or refuses to clean up and restore the SITE to its original condition or fails or refuses to compensate City for other physical damage, City may, at its option, make demand upon the surety for such cash payment as is required to perform such work.
- Insurance:** Provide to City a policy of comprehensive general liability insurance with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall (a) name the

City, its appointed and elected officials, officers, employees and agents as insured's; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross-liability provisions. EVENT PLANNER 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 the EVENT PLANNER fails to pay any required deductible or self-insured retention, City may do so at EVENT PLANNER's expense.

- Event fees: EVENT PLANNER shall tender any outstanding fees associated with the City's Special Event Application process a minimum of 30 days prior to the EVENT and shall pay any post-event fees within 7 days following the event.
- Permits and approvals: EVENT PLANNER shall obtain all necessary permits and approvals for the EVENT as set forth in the completed Special Event Application or otherwise required by the City (e.g., Amplified Sound Permit, Business License, street banner approval, etc.).
- Designated Event Contact. Provide City with the name and event day telephone number of its designated representative for the event, and/or the names of designated representatives who will be physically on the property for the entire duration of the EVENT if different from that stated on the Special Event Permit Application.
- Event Notifications.** Notify all residents and businesses within a 500-foot radius of the SITE. The City shall provide the notice, which will include event details and the telephone number of the EVENT PLANNER. Said notice shall be provide to the surrounding residents and businesses by the EVENT PLANNNER at least one week prior to the event.

Commencing with the date and time this permit authorizes the use by the EVENT PLANNER for the EVENT, EVENT PLANNER shall:

- Fence the entire EVENT area.
- Install a protective barrier around the perimeter of the EVENT. EVENT PLANNER shall be responsible for removal of the barrier upon

completion of the EVENT. Said barrier(s) shall structurally and aesthetically fulfill the City's requirements for said barrier(s).

- Provide adequate portable restroom facilities for the EVENT according to standards as outlined by City for Special Events.
- Provide adequate first aid facilities and staff.
- Ensure that the EVENT includes adequate access and seating to reasonably accommodate the needs of the disabled.
- Provide City staff and designated City representatives with proper credentials and identification for access to the EVENT and SITE area.
- EVENT PLANNER shall perform a walk-through of the SITE at least one week prior to the EVENT, at which time the condition of the SITE shall be duly noted in writing to the City and shall specifically identify any existing damage or other abnormalities. The City shall repair anything identified as a potential hazard or liability prior to EVENT PLANNER taking possession of the SITE.
- Clean, restore, resurface and make operational the SITE to the satisfaction of the City. **NO TRASH MAY BE LEFT AT THE SITE. THE EVENT PLANNER IS RESPONSIBLE FOR SECURING ADDITIONAL TRASH SERVICES THROUGH ATHENS OR REMOVING AND DISPOSING OF ALL TRASH OFF-SITE.**
- Pay to City the total sum of costs for all personnel, materials, equipment, and disposal fees incurred by City in connection with SITE preparation and clean-up activities and associated repairs including overhead and indirect costs. Payment shall be made within 30 days of receipt of invoice from City.
- Conduct the EVENT in accordance with all materials included in the complete Special Event Application for the EVENT approved by the City, including but not limited to the EVENT Site Plan, Parking Plan, Safety/Security Plan, Green Matrix, and Accessibility Plan. If information on any Special Event Application materials has changed from that which was approved by the City, EVENT PLANNER shall notify the City immediately.
- Conduct the EVENT in accordance with all policies outlined in the Special Events Policy Guide.

- EVENT PLANNER's obligations shall be completed in the time periods set forth above and notice of items not completed to City's satisfaction shall be given to EVENT PLANNER in writing. EVENT PLANNER shall have seven days from receipt of notice to complete the obligation, except in the event of an emergency. Any obligations not completed within the dates set forth above may be completed by City and EVENT PLANNER shall reimburse City on a time and materials basis.

III. Services to be Provided by City

- Representatives of the City, including any required police, public works, or Los Angeles County Fire Department officials will provide City services, and complete required inspections.
- Facilitate closing of streets impacted by the SITE as agreed upon by the City and the EVENT PLANNER.
- Facilitate posting and reposting of No Parking signage in reserved parking spaces agreed upon by the City and the EVENT Planner.
- Ensure that, to the best of the City's knowledge, all other organized activities will be excluded from the SITE during the EVENT.
- Provide City contact during the time EVENT PLANNER maintains possession of the SITE.
 - Monday-Thursday: 7:00am-6:00pm: (310) 318-0280**
 - Monday-Thursday 6:00-10:00pm or Friday-Sunday 8:00am-10:00pm: (310) 629-3538**
 - Outside of these hours, please call non-emergency dispatch at (310) 524-2750**

IV. Notices

All notices and communications shall be sent to the parties at the following addresses:

**The City of Hermosa Beach
[1315 Valley Drive**

**Name/Organization
[Address**

Hermosa Beach, CA 90254]

[City, State, Zip code]

V. Indemnification

EVENT PLANNER shall hold harmless, defend and indemnify the City and County of Los Angeles, its officers, employees and volunteer from and against any and all liability, loss, damage expense, and costs (including without limitation costs and fees of litigation), of every nature arising out of or in connection with production and performance of the EVENT or its failure to comply with any of its obligations contained in this Permit except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

EVENT PLANNER shall pay promptly any judgment rendered against City and County of Los Angeles, their respective officers, agents or employees, for any such claims, damages, penalties, obligations and/or liabilities.

VI. Authority

The person executing this Permit for EVENT PLANNER certifies that s/he has full authority to sign on behalf of EVENT PLANNER and to bind EVENT PLANNER to the foregoing conditions.

VII. Revocation

EVENT PLANNER hereby accepts all of the foregoing conditions and understands and acknowledges that City may revoke this permit at any time upon finding that any of the foregoing conditions have not been satisfied.

EVENT PLANNER further acknowledges that this permit may be revoked and the EVENT ordered concluded at any time during the course of the EVENT by the highest ranking City police officer or fire personnel on duty at the time upon determination that the EVENT is causing a violation of State law or upon a determination that the EVENT has become a threat to public safety.

VIII. Miscellaneous Provisions

This permit is personal to the EVENT PLANNER and may not be transferred,

assigned or otherwise conveyed without the consent of the City.

Neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval.

This permit grants permission solely for the EVENT described above on the day(s) and time(s) indicated on the SITE.

Nothing in this permit shall be construed as creating a partnership, joint enterprise or other contractual arrangement between City and EVENT PLANNER. The EVENT is a privately sponsored event; it is not a City event and is not sponsored by the City.

APPROVED BY:

City:

Signature _____

Date _____

Event Planner:

Signature _____

Date _____

Exhibit B – Proposition A Local Return Guidelines

1.3 RECREATIONAL TRANSIT SERVICE (Project Code 140)

Jurisdictions shall submit a listing of Recreational Transit Services no later than October 15 after the fiscal year. Recreational Transit Service projects must meet the following conditions:

- Travel within the area of Los Angeles, Orange, and Ventura Counties, and portions of Kern, Riverside and San Bernardino Counties (see map Appendix VII, page 48) are eligible expenditures. Trip segments to areas shown on the proportionately eligible areas of the map must be funded through other sources. Trips to locations not within either the eligible or proportionately eligible area are not eligible.
- Trips may be limited to certain general age groups (e.g., children under 18, senior citizens, persons with disabilities), however, trips must be made available to all individuals within that designated group.
- Special events or destinations (e.g., city parks, concerts, special events) may be served, however, all members of the general public including individuals with disabilities must be allowed to use, the service.
- LR funds may not be used to pay the salaries of recreation leaders or escorts involved in recreational transit projects.
- All recreational transit trips must be advertised to the public, such as through newspapers, flyers, posters, and/or websites

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH AND THE HERMOSA BEACH CHAMBER OF COMMERCE AND VISITORS BUREAU TO PROVIDE THE ST PATRICK'S DAY PARADE, MEMORIAL DAY FIESTA HERMOSA, LABOR DAY FIESTA HERMOSA OR LOCALE 90254, HERMOSA FOR THE HOLIDAYS, AND SIDEWALK SALES EVENTS

The First Amendment to Agreement (hereinafter called "AGREEMENT") between the City of Hermosa Beach, hereinafter called "CITY" and the Hermosa Beach Chamber of Commerce and Visitors Bureau (hereinafter called "CHAMBER") to provide the St. Patrick's Day Parade, Memorial Day Fiesta Hermosa, Labor Day Fiesta Hermosa or Locale 90254, Hermosa for the Holidays and Sidewalk Sales Events is made and entered into this 1st day of January 2024.

RECITALS

- A. CITY and CHAMBER are parties to the AGREEMENT dated January 1, 2023.
- B. The parties now desire to enter into a First Amendment, providing for the first allowable one-year extension of the term of the AGREEMENT (Exhibit A) to be made and entered into this 1st day of January 2024 with the deletion of the Fiesta Event 2 as an event approved through the terms of the AGREEMENT.

NOW, THEREFORE, in consideration of the foregoing, the AGREEMENT is amended as follows:

1. Section 1. Term of Agreement is now amended to read as follows:

The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2024, unless earlier terminated as provided herein. This agreement may be extended upon request by CHAMBER for one additional one-year term at sole and exclusive direction of the CITY MANAGER.

2. Section 2. CHAMBER's Duties a. Event, Dates and Locations is now amended to read as follows:

CHAMBER may organize, coordinate, produce and oversee the following events at any of the following public locations as listed for each Event:

- Parade Event (Saturday prior to St. Patrick's Day):
 - Valley Drive (event staging with street closures)
 - Ardmore Avenue (event staging with street closures)
 - Pier Avenue (with street closures)
 - Hermosa Avenue (with street closures)
 - Schumacher Plaza

- Pier Plaza
- Fiesta Event (Saturday, Sunday, and Monday of Memorial Day weekend):
 - Community Center
 - Pier Avenue (with street closures)
 - Hermosa Avenue (with street closures)
 - Lot A
 - Beach, south of the Pier
 - Schumacher Plaza
 - Pier Plaza
- Locale 90254 (Saturday and Sunday in late September or October as mutually agreed upon by the CHAMBER and CITY):
 - Hermosa Avenue (with street closures)
 - Lot A
- Holiday Event (Friday, Saturday, and Sunday prior to Thanksgiving):
 - Pier Avenue (along sidewalks)
 - Hermosa Avenue (along sidewalks)
 - Beach, north or south of the Pier
 - Schumacher Plaza
 - Pier Plaza
 - Manhattan Avenue (north of Pier Avenue with street closures)
- Sidewalk Sales (Saturday(s) and Sunday(s) to be determined as mutually agreed upon by the CHAMBER and City)
 - Pier Avenue (along sidewalks)
 - Hermosa Avenue (along sidewalks)
 - Pier Plaza

3. Exhibit A. II Insurance is now amended to read as follows:

At least ten (10) days prior to the event, event producers will provide the City with a certificate of insurance providing liability insurance with the following requirements:

Event producer agrees to furnish the City of Hermosa Beach evidence of 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." This exact verbiage is required. Event producer shall notify the City at least thirty (30) days prior to the termination, reduction, cancellation, suspension, modification, or expiration of the policy. Notwithstanding the foregoing, Event producer shall maintain insurance coverage meeting the standards outlined in this Section at all times during the term of the activity or activities for which the Event producer submitted its application, as reflected in and 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 two million dollars (\$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.

If the use includes athletic activities, shall provide evidence of that the commercial general liability insurance includes coverage for injuries to athletic participants and participant accident insurance.

If the Event producer 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.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

[signatures on following page]

CITY OF HERMOSA BEACH

Justin Massey, Mayor

Justin Massey, Mayor

Suja Lowenthal

Suja Lowenthal, City Manager

Myra Maravilla

ATTEST

Myra Maravilla, City Clerk

Patrick Donegan

APPROVED AS TO FORM

Patrick Donegan, City Attorney

HERMOSA BEACH CHAMBER OF COMMERCE

Jessica Accamando

Jessica Accamando, President

Exhibit A



December 4, 2023

Community Resources Department
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach CA 90254

RE: Locale 90254

Dear Lisa Nichols,

The Hermosa Beach Chamber of Commerce and Visitors Bureau would like to notify you that we intend to continue with our long term agreement as is for Chamber events in 2024 and 2025. The board voted to not return to Fiesta Hermosa Labor Day and instead pursue Locale 90254 and look for ways to grow that event.

Thank you for your help in making Locale a success. We look forward to many years of collaboration in all of our Hermosa events.

Best regards,

Jessica Accamando
President/CEO
Hermosa Beach Chamber of Commerce and Visitors Bureau

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH
AND THE HERMOSA BEACH CHAMBER OF COMMERCE AND VISITORS BUREAU TO
PROVIDE THE ST PATRICK'S DAY PARADE, MEMORIAL DAY FIESTA HERMOSA, LABOR
DAY FIESTA HERMOSA OR LOCALE 90254, HERMOSA FOR THE HOLIDAYS, AND
SIDEWALK SALES EVENTS**

The Second Amendment to Agreement (hereinafter called "AGREEMENT") between the City of Hermosa Beach, hereinafter called "CITY" and the Hermosa Beach Chamber of Commerce and Visitors Bureau (hereinafter called "CHAMBER") to provide the St. Patrick's Day Parade, Memorial Day Fiesta Hermosa, Labor Day Fiesta Hermosa or Locale 90254, Hermosa for the Holidays and Sidewalk Sales Events is made and entered into this 1st day of January 2025.

RECITALS

- A. CITY and CHAMBER are parties to the AGREEMENT dated January 1, 2023.
- B. The parties now desire to enter into a Second Amendment, providing for the second allowable one-year extension of the term of the AGREEMENT (Exhibit A) to be made and entered into this 1st day of January 2025.

NOW, THEREFORE, in consideration of the foregoing, the AGREEMENT is amended as follows:

- 1. Section 1. Term of Agreement is now amended to read as follows:

The term of this Agreement shall commence on January 1, 2023 and terminate on December 31, 2025, unless earlier terminated as provided herein. This agreement may be extended upon request by CHAMBER for one additional one-year term at sole and exclusive direction of the CITY MANAGER.

- 2. Exhibit A. Special Event Permit, Section II. Insurance is now amended to read as follows:

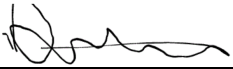
Provide to City a policy of comprehensive general liability insurance with a combined single limit of not less than \$2,000,000.00 per occurrence. Such insurance shall (a) name the City, its appointed and elected officials, officers, employees and agents as insured's; and (b) be primary with respect to any insurance or self-insurance programs maintained by the City; and (c) contain standard cross-liability provisions. EVENT PLANNER 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 the EVENT PLANNER fails to pay any required deductible or self-insured retention, City may do so at EVENT PLANNER's expense.

Event producer shall maintain full liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate. If Event producer contracts with a third-party service provider, Event producer will require the service provider to procure and maintain at its sole cost and expense comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, and if applicable, liquor liability coverage in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate, or other lines of coverage the City requires. Both City and Event producer shall be endorsed as additional insureds under the service provider's liquor liability coverage.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF HERMOSA BEACH



Mayor Dean Francois



City Manager Suja Lowenthal

Reanna Guzman for Myra Maravilla

ATTEST
City Clerk Myra Maravilla

Patrick Donegan

APPROVED AS TO FORM
City Attorney Patrick Donegan

HERMOSA BEACH CHAMBER OF COMMERCE

Michelle Crispin

President Michelle Crispin

Exhibit A



December 4, 2023

Community Resources Department
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach CA 90254

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Best regards,



Jessica Accamando
President/CEO
Hermosa Beach Chamber of Commerce and Visitors Bureau