



**AGREEMENT BETWEEN  
THE CITY OF HERMOSA BEACH  
AND  
HOPE CHAPEL CHRISTIAN CHURCH**

THIS AGREEMENT (hereinafter called "Agreement") is made and entered into as of March 24, 2026 ("Effective Date"), by and between the City of Hermosa Beach (a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 1315 Valley Drive, Hermosa Beach, California 90254) ("City") and Hope Chapel Christian Church, a California non-profit religious corporation (hereinafter called "HC"). CITY and HC are sometimes referred to herein as "Party" and collectively referred to as "Parties."

**RECITALS**

- A. CITY is the owner of certain real property commonly known as Valley Park located at 2521 Valley Drive, Hermosa Beach, CA 90254 (hereinafter referred to "Valley Park").
- B. HC desires to organize, coordinate, produce and oversee the Hope Chapel Picnic ("Event") at Valley Park pursuant to the terms of this Agreement.
- C. The CITY is willing to make Valley Park available for the Event due to the benefit it provides to the community.

**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 March 24, 2026 and terminate on December 31, 2028 unless earlier terminated as provided herein.

Section 2. HC's Duties:

- a. Event. HC may organize, coordinate, produce and oversee the Event, which consists of a community picnic with food, music, games, and activities for all ages. Event activities would take place in Valley Park. The event must

remain open to the public. Event days included as part of this Agreement shall be:

- September, 27, 2026;
- September, 26, 2027; and
- September, 24, 2028

- b. Annual Event Confirmation. HC must annually inform the CITY of its intent to produce the Event, including confirmation of event dates and event times, no later than three (3) months prior to the event dates by submission of a Special Events Application, available on the City's Website. Should HC desire to reschedule an event date(s) from the dates outlined in this Agreement, 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 HC provided HC informs the CITY of this request at least three (3) 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 whatsoever to HC for the effect of such suspension and closure on any Event, nor shall CITY have any responsibility to provide HC with substitute Event dates or locations. HC'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. HC shall obtain permits from CITY for 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.
- d. Fee to CITY. HC shall pay CITY direct and indirect costs, including but not limited to the provision of CITY staff time dedicated to the Event, Amplified

Sound Permit fees, parking fees, daily special event category fees, and vendor fees as per the Special Events Policy Guide, which may be amended from time to time.

- e. Annual Review. Within sixty (60) days prior to and after each Event, HC shall provide an annual overview to the Parks and Recreation 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. HC shall implement the CITY's environmental sustainability measures, including but not limited to:
- HC shall only use electric generators or generators operated with a 50% blend of bio-diesel fuel, or equivalent or lower emissions sources.
  - HC shall incorporate sustainability requirements into vendor agreements.
  - HC shall advertise green measures and rules in event advertising.
  - HC shall limit single-use paper, packaging, and décor items.
  - HC shall limit use of handouts, flyers, and giveaways.
  - HC shall enact a no-idling requirement for vehicles.
  - HC shall provide on-site personnel to ensure that litter and trash are minimized, and recycling is maximized.
  - HC shall encourage vehicles used in connection with the event, are hybrid, electric, or CNG vehicles.
  - HC participate in pre-event and post-event reviews of compliance with sustainability measures.
- g. Parking Spaces. HC 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 HC following submittal of a site plan by HC 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. HC shall ensure the spaces are clean from debris, and other materials that were collected as a result of Event activities.

- h. Logistical Meetings. HC is required to participate in logistical and planning meetings with relevant CITY departments as requested by the City.
- i. Recycling, and Trash Facilities. HC shall provide trash and recycling receptacles for each Event as required by the CITY. Recyclable items shall be separated from refuse/trash. HC 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 HC and the CITY prior to each Event.
- j. Insurance. HC 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." HC 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. If HC 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. HC 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 HC



fails to pay any required deductible or self-insured retention, City may do so at HC's expense.

- k. Indemnification. HC 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 HC's use of Valley Park pursuant to this Agreement, including but not limited to HC's negligent or wrongful acts, errors or omissions in the set-up, operation and tear-down of its improvements and use of Valley Park by HC's guests, patrons, invitees, customers, employees, officers, and contractors hired in connection with this Agreement. HC 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. HC'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 HC 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.

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. HC will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute HC 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 HC.

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. Termination. CITY may terminate this Agreement upon thirty (30) days written notice to HC 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 Valley Park is unavailable due to construction activity. Prior to termination on the ground that a substantial portion of Valley Park is unavailable due to construction activity, CITY shall provide HC an opportunity to propose adjustments to the venue or an alternative location for the Event. HC'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. Upon termination of the Agreement, any events subsequent to the termination will no longer be the responsibility of HC.

Section 8. 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 HC:

Hope Chapel  
2420 Pacific Coast Highway  
Hermosa Beach, California 90254  
(310) 373-4673  
Attention: Joey Iside

For CITY:

City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, California 90254  
(310) 318-0216  
Attention: Steve Napolitano, 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 9. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and HC, 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 Event setting forth precise terms and conditions applicable to that Event.

**[SIGNATURES ON FOLLOWING PAGE]**



**SIGNATURE PAGE  
FOR  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF HERMOSA BEACH  
AND  
HOPE CHAPEL CHRISTIAN CHURCH**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**CITY OF HERMOSA BEACH**

**HOPE CHAPEL CHRISTIAN CHURCH**

**APPROVED BY:**

\_\_\_\_\_  
Steve Napolitano  
City Manager

\_\_\_\_\_  
Zac Nazarian  
Hope Chapel Senior Pastor

**ATTESTED BY:**

\_\_\_\_\_  
Ann Yang  
Interim City Clerk

\_\_\_\_\_  
Joey Iside  
Hope Chapel Operations Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jason Baltimore  
Interim City Attorney

