

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH  
AND THE HERMOSA BEACH CHAMBER OF COMMERCE  
TO PROVIDE FIESTAS HERMOSA**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 a twice annual Fiesta Hermosa (“Fiestas”) in the City on City-owned property and rights-of-way 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. CHAMBER desires a commitment from CITY to fix the Fiesta event schedule for the next three years, subject to the availability of the City property used for the event.

**NOW, THEREFORE**, the parties agree as follows:

**Section 1. CHAMBER’s Duties:**

a. Fiestas. CHAMBER shall organize, coordinate, produce and oversee the Fiestas, open to the public, during the Saturday, Sunday and Monday of each Memorial Day and Labor Day Weekend in 2019, 2020, and 2021. The Fiestas shall be held in a location as mutually agreed upon between the CITY and CHAMBER.

b. Event Permits and Agreements. CHAMBER shall obtain permits from CITY for each Fiesta 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.

c. Fee to CITY. CHAMBER shall pay CITY an event fee within 30 days after each Fiesta during the first year of this Agreement of \$45 per vendor participating in the Fiesta. At the commencement of the second year of this Agreement, the per vendor fee shall be adjusted on an annual basis 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. 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. In addition, CHAMBER shall pay CITY all direct and indirect costs associated with each Fiesta in accordance with the event permit and event agreement as

may be required by CITY. Such costs shall include but not be limited to sidewalk and street cleaning, parking meter fees, and provision of police and public works services.

d. Booth Fees.

(i) CHAMBER shall offer booth space free of charge to community nonprofit organizations not selected for Beer 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.

(ii) CHAMBER shall offer a discount of 25% for booth space to businesses with a Hermosa Beach location that hold a valid business license and are currently Chamber members. Hermosa businesses that are not Chamber members will be offered the option to join the Chamber at the time of application to receive the discount for both Fiestas within the year of their membership.

e. Free Expression Zone. The Free Expression Zone shall be located in a prominent area in the path of pedestrian traffic or towards the center of the venue, determined by prior mutual agreement between the City Manager 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 Fiestas 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 Fiesta Beer Garden area. CHAMBER shall exercise best efforts to facilitate responsible beverage service education and training for Beer Garden volunteers, which is available at no cost through the Beach Cities Health District and/or California Department of Alcohol Beverage Control.

h. Memorial Day Acknowledgement. CHAMBER shall acknowledge Memorial Day at the Memorial Day weekend Fiesta in a suitable manner acceptable to the City Manager.

i. Annual Review. Within 90 days after the Labor Day Fiesta, CHAMBER shall provide an annual overview to the City Council in the form of an agenda presentation highlighting the Chamber's programs and activities for the year. On an annual basis as mutually agreed upon between CHAMBER and CITY, CHAMBER shall provide the City Manager or her/his designee with a complete Annual Report on Fiesta event operations, including appropriate financial accounting and profit and loss statements. This report shall contain all records of both Fiestas, including proposed and implemented changes or enhancements to the events.

j. Funding Specified Events. CHAMBER agrees for the duration of this Agreement to fund and produce the following events in a manner consistent with high standards:

St. Patrick's Day Parade  
Holiday Celebration/Tree Lighting Event  
New Year's Eve Celebration

k. Environmental Sustainable Measures. CHAMBER shall continue to implement the environmental sustainability measures that it has incorporated into the Fiestas, including but not limited to:

(i) Trash Recycling Program

Recyclable items shall be separated from refuse/trash. CHAMBER shall coordinate with CITY's franchisee refuse hauler to add more recycling containers in more convenient locations to ensure capacity and reduce litter.

(ii) 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.

(iii) Clean Buses/Shuttles

CHAMBER shall provide a free shuttle service from remote parking to/from the 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.

(iv) Free Bicycle Parking Lot

CHAMBER will provide a valet bicycle parking lot for a minimum of 3,000 bicycles at no charge to cyclists. 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.

(v) 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 beer garden.

(vi) Plastic Bags

Vendors shall be prohibited from using plastic bags to deliver, provide or hand merchandise to customers.

(vii) CHAMBER shall additionally implement all sustainability measures in City's Green Matrix through its conduct of the Fiestas, and shall ensure vendor compliance.

(viii) CHAMBER shall: (1) Incorporate sustainability requirements into vendor agreements, and advertise green measures and rules in event advertising and online; (2) limit single-use paper, plastics, packaging, and décor items; use appropriately sized plates, containers and cups; and limit use of handouts, flyers and give-aways; (3) provide free drinking water in large dispensers at a minimum of two prominent locations (people can refill their own bottles, or provide paper cups), and avoid sale or give-away of single-use plastic bottled drinking water; (4) enact a no-idling requirement for vehicles; (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.

(ix) 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.

(x) CHAMBER shall participate in pre-event and post-event reviews of compliance with sustainability measures.

l. Sales Tax Forms. CHAMBER shall provide sales tax distribution forms to all Fiesta contractors and vendors.

m. City Booth Space. CHAMBER shall assign two booths to the CITY at no cost, as needed, in a prominent location within the event footprint as determined by the CHAMBER. The CITY or its assignee may utilize these booths to distribute public information and/or promote community programs and services to attendees.

n. Private Security Standards. CHAMBER shall work in concert with the Hermosa Beach Police Department to determine private security standards that are appropriate for Fiesta and community event operations. 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, as noted in Section 1(c) of this Agreement.

o. Logistical Meetings. CHAMBER is required to participate in logistical and planning meetings with relevant CITY departments as requested by the City.

p. Holiday Decoration Funding. CHAMBER agrees that all or a portion of funds donated to the CITY in FY2014-2015 shall be applied toward the purchase, installation and/or maintenance of citywide holiday decorations at the CITY's sole discretion.

q. Fiesta Net Profit Allocation. CHAMBER shall exercise best efforts toward a commitment of 70% of net profits invested into marketing and business recruitment, retention and development, with the remaining 30% applied to CHAMBER reserves by the commencement of the second year of this Agreement.

r. Ongoing Event Improvements. CHAMBER shall exercise best efforts to implement the measures set forth in Exhibit A (February 13, 2018 and October 23, 2018 staff reports and recommendations), attached hereto and incorporated by reference, for Fiesta events. Through the process outlined in Section 1(i) of this Agreement the CHAMBER and CITY shall work collaboratively to ensure event improvements are sustainable and reflective of the measures set forth in Exhibit A.

s. Community Feedback. CHAMBER shall provide and facilitate an annual process, in collaboration with the CITY, for receiving public feedback on Fiesta events including implemented, ongoing, and proposed changes or enhancements.

## Section 2. CITY's Duties.

a. Event Permits. CITY shall provide event permits to CHAMBER for each Fiesta unless CITY determines in its sole discretion that it would not be in the public interest or that it would be adverse to the public health, safety, or welfare.

b. Waiver of Business License Fees and Taxes. For each Fiesta 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 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 Fiestas.

c. Cooperation with CHAMBER. CITY shall provide CHAMBER the results of CITY's annual review and may make suggestions for the improvement of the Fiestas. CITY shall not unreasonably withhold consent to CHAMBER's requests for flexibility in the location of the Fiestas 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 full reimbursement of CHAMBER costs associated with adequate implementation of the shuttle bus program as set forth in Section 1(k)(iii) of this Agreement.

e. Event Fee Invoicing. CITY shall provide CHAMBER with initial estimates for direct and indirect CITY costs associated with Fiesta events 90 days in advance of each event. Such costs shall include but not be limited to sidewalk and street cleaning, parking meter fees, and provision of police and public works services. 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 3. 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 4. 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 5. 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 6. 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: Hermosa Beach Chamber of Commerce  
1007 Hermosa Avenue  
Hermosa Beach, California 90254  
(310) 376-0951  
Attention: President/CEO

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.

CITY OF HERMOSA BEACH

By: \_\_\_\_\_  
Stacey Armato, Mayor

ATTEST:

\_\_\_\_\_  
Elaine Doerfling, City Clerk

HERMOSA BEACH CHAMBER OF COMMERCE

By: \_\_\_\_\_  
President/CEO