

**AGREEMENT BETWEEN THE CITY OF HERMOSA BEACH
AND THE ARTS GROUP OF HERMOSA BEACH TO
PROVIDE THE FINE ARTS FESTIVAL**

THIS AGREEMENT is made this _____ day of _____, 2021, by and between the City of Hermosa Beach (hereinafter called “CITY”), and The Arts Group of Hermosa Beach (hereinafter called “ARTS GROUP”).

RECITALS

- A. ARTS GROUP desires to organize, coordinate, produce and oversee the Fine Arts Festival (“Event”) in the City on City-owned property for the term of this Agreement.
- B. The CITY is willing to make its property available for the Event due to the benefit it provides to the community.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term of Agreement. The term of this Agreement shall commence on September 24, 2021 and expire on June 11, 2023, unless earlier terminated as provided herein.

Section 2. ARTS GROUP’s Duties:

- a. Event. ARTS GROUP may organize, coordinate, produce and oversee the Event on the Community Center north and east lawn. The event must be open to the public. Event days included as part of this Agreement shall be:
 - September 24, 2021 – September 26, 2021
 - June 10, 2022 – June 12, 2022
 - June 9, 2023 – June 11, 2023
- b. Annual Event Confirmation. ARTS GROUP 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. Should ARTS GROUP 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) in proximity of the Community Center may be approved as mutually agreed upon between the CITY and ARTS GROUP provided ARTS GROUP informs the CITY of this request at least three (3) months prior to the Event. The CITY or ARTS GROUP 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 ARTS GROUP for the effect of such suspension and closure on any Event, nor shall CITY have any responsibility to provide ARTS GROUP with substitute Event locations. ARTS GROUP'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. ARTS GROUP 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 includes a sample Special Event Permit.
 - i. ARTS GROUP shall additionally procure any required permits from the Los Angeles County Health Department and any other government agency should food service or other activity that requires additional permits is provided at an Event.
- d. Insurance. ARTS GROUP shall provide 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. ARTS GROUP 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 ARTS GROUP fails to pay any required deductible or self-insured retention, City may do so at ARTS GROUP's expense.
- e. Fee to CITY. ARTS GROUP shall pay CITY all direct costs associated with each Event within 30 days after each event. Such costs shall include but not be limited to the provision of CITY Staff time dedicated to the Event, Amplified Sound Permit, and parking fees. Indirect costs shall be waived including the annual special event application fee, category fee, set-up/tear-down fee, and co-sponsor fees.
- f. Annual Review. Within 60 days prior to and after each Event, ARTS GROUP shall provide an annual overview to the Parks, Recreation and Community Resources Advisory Commission in the form of an agendaized presentation. The

pre-event presentation shall highlight: a general event overview including anticipated number of attendees; an overview of the event footprint and individualized setup; and anticipated impacts to the community as a result of the event. The post-event presentation shall include: a general overview including the actual number of attendees; actual impact(s) to the community as a result of the event; and any event struggle(s) and success(es).

- g. Environmental Sustainable Measures. ARTS GROUP 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. ARTS GROUP 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.
 - iii. Plastic Bags. Use of plastic bags to deliver, provide, or hand merchandise or Event-related items is prohibited.
 - iv. ARTS GROUP shall additionally implement all sustainability measures in the City's Green Matrix through its conduct of the Event and shall ensure vendor compliance.
 - v. ARTS GROUP 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 beginning July 1, 2020 (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 associated with the loading and unloading of event-related equipment; and (5) provide onsite personnel to ensure that litter and trash are minimized, and recycling is maximized.
 - vi. ARTS GROUP shall participate in pre-event and post-event reviews of compliance with sustainability measures.

- h. Private Security Standards. ARTS GREOUP shall work in concert with the Hermosa Beach Police Department to determine private security standards that are appropriate for the Event. ARTS GROUP 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.
- i. Event-Related Equipment. ARTS GROUP shall provide all chairs, tables, canopies, audio system and any other Event-related equipment needed for each Event, including all staffing necessary for the transportation, set-up and break-down of equipment.
- j. Amplified Sound. ARTS GROUP may request an Amplified Sound Permit for event related entertainment. The CITY will consider approval based on the overall impacts to the Community Center.
- k. Event Barricades. ARTS GROUP shall provide temporary water-barricades along the perimeter of the north and east lawn of the Community Center during the duration of each event day to the City's satisfaction as shown in Exhibit B.
- l. Maintenance of the North and East Lawn. ARTS GROUP shall at its sole expense maintain the north and east lawn area in good condition and appearance, in accordance with all ordinances, and shall not allow a nuisance condition to exist thereon.
- k. Parking Spaces. ARTS GROUP 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 ARTS GROUP following submittal of a site plan by ARTS GROUP 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. ARTS GROUP shall ensure the spaces are clean from debris, and other materials that were collected as a result of event-related activities.
- l. Logistical Meetings. ARTS GROUP is required to participate in logistical and planning meetings with relevant CITY departments as requested by the City.
- m. Sponsorships. ARTS GROUP may sell sponsorships for the Event. ARTS GROUP agrees that Event sponsors will not be from any person or entity promoting alcohol, gambling, political, or religious viewpoints. Donating persons or entities must be consistent with the core values, mission, and vision of the City

Section 3. CITY's Duties.

- a. Event Permits. CITY shall provide event permits to ARTS GROUP 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. Event Fee Invoicing. CITY shall provide ARTS GROUP with initial estimates for indirect CITY costs associated with each Event 90 days in advance of each event. Such costs shall be those noted in section 1(d). These amounts are intended as estimations, as final costs billed to ARTS GROUP may change due to various factors.
- c. No Parking Signs. The CITY shall post no parking signs in the Community Center parking lot at least 72 hours prior to the start of event setup.
- d. Community Center Access. The CITY shall provide access to the Community Center for usage of restroom facilities the day of each event. Hourly fees associated with the scheduling of Staff past the regularly scheduled closure of the facility will be borne by the ARTS GROUP as outlined in section 1(d).

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

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

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 ARTS GROUP: Arts Group of Hermosa Beach
1506 Golden Avenue
Hermosa Beach, CA 90254
(310) 372-7269
Attention: Sam Perrotti, Arts Group of Hermosa Beach Representative

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 ARTS GROUP, 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 Beach Day setting forth precise terms and conditions applicable to that Beach Day.

EXECUTED the day and year first above stated.

ARTS GROUP FOUNDATION

By: _____
Sam Perrotti, Arts Group of Hermosa Beach Representative

CITY OF HERMOSA BEACH

By: _____
Justin Massey, Mayor

APPROVED AS TO FORM

ATTEST

By: _____
Michael Jenkins, City Attorney

By: _____
City Clerk

EXHIBIT A – Special Event Permit



CITY OF HERMOSA BEACH
SPECIAL EVENT PERMIT

I. Permit

CITY OF HERMOSA BEACH ("City") hereby grants approval to the _____ EVENT PLANNER") for use of the _____ (the "SITE") as the location for the _____ (the "EVENT").

The permission granted herein for conduct of the EVENT on the SITE, shall commence from _____ and terminate at _____, including set up and tear down, on _____.

This Permit is revocable at any time for violation of conditions of approval, the Hermosa Beach Municipal Code or any applicable regulation or law.

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

1. Not more than 60 days and not less than 30 days in advance of the EVENT, EVENT PLANNER shall:

- ☐ a) 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.
- ☐ b) 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.

- ☐ c) 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 unless non-profit, per participant fees apply for payment immediately following the event.
 - ☒ d) 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., business license, street banner approval, light pole banner requests, etc.).
 - ☐ e) 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;
 - ☐ f) Notify all residents and businesses within a 300 foot radius of the SITE. The notice shall be in writing and shall include the date and time of the EVENT, and the telephone number of the designated representative. Said written notice shall be provided to the City through electronic copy not less than 1 week prior to distribution for review and approval;
2. Commencing with the date and time this permit authorizes the use by the EVENT PLANNER for the EVENT, EVENT PLANNER shall:
- ☐ a) Fence the entire EVENT area;
 - ☐ b) Provide adequate portable restroom facilities for the EVENT according to standards as outlined by City for Special Events;
 - ☐ c) Provide adequate first aid facilities and staff;
 - ☐ d) Secure its own telephones and telephone lines for the EVENT;
 - ☐ e) Install a protective barrier around the perimeter of the EVENT not later than _____. 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);

- ☐ f) Ensure that the EVENT includes adequate access and seating to reasonably accommodate the needs of the disabled;
 - ☐ g) Provide its staff and designated City representatives with proper credentials and identification for access to the EVENT and SITE area;
 - ☐ h) Clean, restore, resurface and make operational the SITE to the satisfaction of the City (notwithstanding the clean-up activities described in Section III.7) upon completion of the EVENT and no later than the post-event walk-through (if applicable) described in Section III.9.;
 - ☐ i) Maintain six (6) posted volleyball courts on the north side of the Pier for recreational use;
 - ☐ j) Install and maintain six (6) posted, temporary volleyball courts on the south side of the Pier for recreational use.
 - ☐ k) 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 described in Section III.7., including overhead and indirect costs. Payment shall be made within 60 days of receipt of invoice from City;
 - ☐ h) DO NOT EXTEND PAST NOBLE PARK WITH ANY EVENT RELATED EQUIPMENT, SUPPLIES, OR SET UP.
3. 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 within 24 hours of any such change.
4. 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

- ☐ 1. Representatives of the City, including any required police and fire officials necessary to complete required inspections, and EVENT PLANNER shall perform a walk-through of the SITE on _____, at which time the condition of the SITE shall be duly noted in writing by said representatives, and shall specifically identify any existing damage or other abnormalities and City shall repair anything identified as a potential hazard or liability prior to EVENT PLANNER taking possession of the SITE.
- ☐ 2. Facilitate closing of streets impacted by the SITE, including _____, during the hours of _____.
- ☐ 3. Approve text of notices as required by Section II. f. above.
- ☐ 4. Provide, at no additional cost, the following:
 - a) _____ collection containers with a storage capacity of not less than twenty-five (25) gallons each;
 - b) Collection vehicle and crew to empty the cans on the SITE;
 - c) Street sweepers.
- ☐ 5. Ensure that, to the best of the City's knowledge, all other organized activities will be excluded from the SITE during the EVENT.
- ☐ 6. Provide a 24-hour contact person who shall be available in the event of emergency during the time EVENT PLANNER maintains possession of the SITE.
- ☐ 7. Perform clean-up at cost to EVENT PLANNER as established in the Special Event Permit Application for the EVENT, or in accordance with actual cost if the amount of clean-up exceeds the EVENT fees, which shall include but is not limited to:
 - ☐ a. Removal and disposal from public property all no-parking signs, litter and debris located at the SITE at cost to EVENT PLANNER;

- ☐ b. Steam cleaning of sidewalks, garages and hardscape surfaces as required at the SITE at cost to EVENT PLANNER;
 - ☐ c. Repair of any irrigation damage to landscaped medians, planter beds, lawn areas and the SITE grounds;
 - ☐ d. Renovation of all turf and shrubs on landscaped medians, planter beds, lawn areas on the SITE;
 - ☐ e. Removal and disposal of trash receptacles placed on public areas of the SITE;
 - ☐ f. Restoration of all public areas impacted by the EVENT, including public streets, to the same conditions prior to the EVENT.
8. The City shall submit itemized invoices to EVENT PLANNER for all work described above within 90 days of the EVENT. Said invoices shall include an itemized breakdown of costs associated with the cleanup of SITE. In addition, the City will provide an itemized invoice listing all time and materials used in the repair of City facilities.
9. Subsequent to the EVENT, and after EVENT PLANNER completed its cleanup process of the premises, a post-event walk-through shall be conducted by the representatives of the City and EVENT PLANNER, at which time any damages or other abnormalities which may have arisen as a result of the use of the premises by EVENT PLANNER shall be duly noted in writing by said representatives, it being understood that the City (1) shall undertake to repair and/or replace any damaged property; and (2) shall bill EVENT PLANNER for the cost thereof. The foregoing notwithstanding, EVENT PLANNER shall remain responsible for any later-discovered damage that was not reasonably visible during the walk-through. Walk thru to be held no later than _____.

IV. Notices

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

The City of Hermosa Beach
1315 Valley Drive

Hermosa Beach, CA 90254

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 _____

Address: _____

Telephone No. _____

Applicant:

Signature _____

Event Representative

Print Name _____

Address _____

Telephone No _____

EXHIBIT B – Event Barricades for Community Center North and East Lawn

