

City of Hermosa Beach

City Hall 1315 Valley Drive Hermosa Beach, CA 90254

Special Meeting Agenda - Final City Council

Mayor Stacey Armato

Mayor Pro Tem Mary Campbell

Councilmembers Hany S. Fangary Justin Massey Jeff Duclos

Friday, May 31, 2019 6:00 PM Council Chambers

NOTICE OF SPECIAL MEETING AND AGENDA

PLEASE TAKE NOTICE that the Mayor of the City of Hermosa Beach has called a Special Meeting of the City Council to take place at 6:00 p.m. on May 31, 2019, to consider and take action on only those matters set forth on the agenda below.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC PARTICIPATION:

1. <u>REPORT</u> 19-0361

APPROVAL OF THE LOCATION AGREEMENT WITH BOB BAIN PRODUCTIONS, INC. FOR THE 2019 TEEN CHOICE AWARDS TO BE HELD ON THE BEACH SOUTH OF THE PIER ON SUNDAY, AUGUST 11, 2019

(Community Resources Manager Kelly Orta)

Recommendation:

Staff recommends that the City Council approve the Location Agreement with Bob Bain Productions, Inc. for the 2019 Teen Choice Awards to be held on the beach south of the Pier on Sunday, August 11, 2019.

ADJOURNMENT

FUTURE MEETINGS AND CITY HOLIDAYS

CITY COUNCIL MEETINGS:

June 5, 2019 - Wednesday - Adjourned Regular Meeting:

6:00 PM - Study Session

June 11, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

June 25, 2019 - Tuesday - Meeting Cancelled

July 9, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

July 18, 2019 - Thursday - Adjourned Regular Meeting:

6:00 PM - Joint Meeting with All Boards and Commissions

July 23, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

August 13, 2019 - Tuesday - No Meeting (Dark)

August 27, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

September 4, 2019 - Wednesday - Adjourned Regular Meeting:

6:00 PM - Study Session

September 10, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

September 24, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

October 2, 2019 - Wednesday - Adjourned Regular Meeting:

6:00 PM - Study Session

October 8, 2019 - Tuesday - No Meeting (Re-scheduled to Oct. 10)

October 10, 2019 - Thursday - Adjourned Regular Meeting:

6:00 PM - Closed Session and 7:00 PM - City Council Meeting

October 22, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

November 6, 2019 - Wednesday - Adjourned Regular Meeting:

6:00 PM - Study Session

November 12, 2019 - Tuesday - 6:00 PM - Closed Session,

7:00 PM - City Council Meeting

November 18, 2019 - Monday - Adjourned Regular Meeting:

6:00 PM - Closed Session and 7:00 PM - City Council Meeting

November 21, 2019 - Thursday - Adjourned Regular Meeting:

6:00 PM - Mayor Rotation

November 26, 2019 - Tuesday - No Meeting (Re-scheduled to Nov. 18)

December 4, 2019 - Wednesday - Adjourned Regular Meeting:

6:00 PM - Study Session

December 10, 2019 - Tuesday - No Meeting (Re-scheduled to Dec. 12)

December 12, 2019 - Thursday - Adjourned Regular Meeting:

6:00 PM - Closed Session and 7:00 PM - City Council Meeting

December 24, 2019 - Tuesday - No Meeting (Dark)



City of Hermosa Beach

City Hall 1315 Valley Drive Hermosa Beach, CA 90254

Staff Report

Staff Report

REPORT 19-0361

Honorable Mayor and Members of the Hermosa Beach City Council Regular Meeting of May 31, 2019

APPROVAL OF THE LOCATION AGREEMENT WITH BOB BAIN PRODUCTIONS, INC. FOR THE 2019 TEEN CHOICE AWARDS TO BE HELD ON THE BEACH SOUTH OF THE PIER ON SUNDAY, AUGUST 11, 2019

(Community Resources Manager Kelly Orta)

Recommended Action:

Staff recommends that the City Council approve the Location Agreement with Bob Bain Productions, Inc. for the 2019 Teen Choice Awards to be held on the beach south of the Pier on Sunday, August 11, 2019.

Executive Summary:

The City of Hermosa Beach is a highly sought-after destination for special events, especially on its expansive beach and downtown area. Bob Bain, producer of the annual Teen Choice Awards (TCA), has requested to hold this event on the beach south of the Pier on Sunday, August 11, 2019. Although staff has already provided an administrative approval, allowable through the special event approval policy, the production team requires the execution of a formal Location Agreement prior to formally announcing the upcoming show as well as putting aspects of event planning into motion. The formal announcement of the show triggers a fundamental aspect of the event, which is the ability for teens to begin casting their votes. Being able to do so with sufficient time prior to the awards show creates the urgency to hold a special meeting of the City Council. City staff, City Attorney, and TCA staff have worked the last few weeks to develop and finalize the Location Agreement for Council consideration. Staff recommends that the City Council approve the Location Agreement for the Teen Choice Awards to be held on Sunday, August 11, 2019.

Background:

In late January 2019, Bob Bain, producer of the Teen Choice Awards (TCA), presented the opportunity for the City of Hermosa Beach to host this annual event on the beach south of the Pier in a similar footprint to the City's annual Summer Concert Series. This will be the first time the TCA is held in an outdoor venue since its inception in 1999. Over the last several months, the City's Special Event Team has been preliminarily working with the TCA production team to envision this event and

Staff Report

REPORT 19-0361

to affirm that the required event logistics can safely and effectively take place on the City's beach and surrounding areas.

Discussion:

The TCA is an annual award show that targets the teenage demographic, ages 13-17, allowing them an opportunity to cast their votes through various online and social media sites for a series of award categories that honor the year's biggest achievements in music, film, sports, and more. The comprehensive event includes a red carpet for the arrival of celebrities and performers; a pre-show music festival that will be live-streamed online; and a two-hour awards ceremony, that will air live on FOX Network Primetime. There will be multiple live music performances in both the pre-show music festival as well as the awards ceremony from today's popular bands, which will be announced at a future date. This will be a free event and open for all ages and strives to produce an enjoyable and memorable event for the teenage demographic.

Upon receiving the completed Special Event Application (**Attachment 1**), staff provided an administrative approval, allowable through section D of HBMC 12.30.030, due to the confidentiality and timing it needed to effectively begin the logistical, financial, and safety preparations an event of this size requires. As a formality required by the TCA production team, the Location Agreement (**Attachment 2**) is necessary to announce the event and allow teens the ability to begin casting their votes.

The Location Agreement outlines the following key provisions:

- A term of August 5, 2019 to August 12, 2019, which will include setup, event, and post-event cleanup activities.
- Confirmation that all applicable special event fees will be charged accordingly, and that the City will be compensated for TCA's use of City resources deemed necessary as a result of the event.

It is important to note that the details included in the Special Event Application (**Attachment 1**) are preliminary and are likely to change once staff and the TCA production team are able to finalize event logistics. This should be considered foundational information that staff and the TCA production team will utilize to ensure that they properly take into consideration all planning and event-related items.

This event is an exciting addition to the month-long calendar of events that the City traditionally hosts each August as part of the Summer Concert Series and Movies on the Beach events. Staff has preliminarily started to determine if these events can share staging and other event-related infrastructure to further limit the number of days necessary for the installation and removal of equipment on the beach.

Staff Report

REPORT 19-0361

General Plan Consistency:

This report and associated recommendation have been evaluated for their consistency with the City's General Plan. Relevant Policies are listed below:

- Parks & Open Space Goal 3. Community parks and facilities encourage social activity and interaction.
 - 3.1-Community-friendly events. Encourage, permit, and support community group, nonprofit, or business organized events on City property that support physical activity, beach culture, and family-friendly social interactions.
 - 3.2-Social and cultural events. Design and program parks and open space to accommodate unique social and cultural events to foster connectedness and interaction.
 - 3.4-Balance space needs. Balance the space needs and demand on public resources of formal and informal events.

Fiscal Impact:

Special events fees payable to the City for this event total an estimated \$115,940. This includes very rough estimates of reimbursable costs for City resources and applicable events fees known at this time.

Attachments:

- 1. Teen Choice Awards Special Event Application
- 2. Location Agreement

Respectfully Submitted by: Kelly Orta, Community Resources Manager

Noted for Fiscal Impact: Viki Copeland, Finance Director

Legal Review: Mike Jenkins, City Attorney **Approved**: Suja Lowenthal, City Manager



City of Hermosa Beach Special Event Application Rules and Regulations

Applications and other required documents must be submitted to:

City of Hermosa Beach Community Resources Department
710 Pier Avenue, Hermosa Beach, CA 90254

Office Phone: 310.318.0280 • Email: hbconnect@hermosabch.org • Fax: 310.372.4333

Please refer to the Special Event Policy Guide on the City website for a complete listing of all policies and procedures related to special events in the City of Hermosa Beach.

Application, application fee and all required documents <u>must</u> be submitted to the Department of Community Resources to be considered.

Please note:

- ✓ Applications MUST be completed electronically handwritten applications will not be accepted. (Instructions for completing applications electronically can be found on the City website.)
- ✓ ALL sections and pages of the application MUST be completed (or marked N/A) to be eligible for review. You will be notified by City staff if your application was not accepted due to it being incomplete.

Approval Process

Event Level	Approval Group	Event Review Schedule
Impact Level I	Approved by Community Resources Staff	As received
Impact Level II	Approved by the Parks, Recreation and Community Resources Advisory Commission	Meets monthly (first Tuesday of each month)
Impact Level III & New Events	Approved by public hearing at the Parks, Recreation and Community Resources Advisory Commission and City Council	Meets monthly (Commission) (first Tuesday of each month) Meets bi-monthly (Council) (second and fourth Tuesday of each month)

Multiple Events

If you are applying for multiple event days and <u>ALL</u> characteristics of each day are the SAME (set-up, parking requests, etc.), you are welcome to submit one application and one application fee that includes all dates. Once an event has any details that differ between event dates, you are required to submit a SEPARATE application and application fee for each.

Example: A youth volleyball organization is holding a variety of tournaments, including:

- May youth tournament (80 participants, 10 volleyball courts)
- June youth tournament (80 participants, 10 volleyball courts)
- July adult tournament (100 participants, 16 volleyball courts)

The May and June events will be accepted on <u>one</u> application; the July event is required to be submitted on a separate application outlining that event's details.

☐ Completed Application (ALL pages – blank pages marked NA) ☐ Application Fee Submit non-refundable \$816 application fee (\$544 for nonprofits or \$272 for pass-throughs) payable to the City of Hermosa Beach. Applications received without the application fee will not be reviewed and will be returned as incomplete. ☐ Site Plan Include location of stages, tents, portable toilets, dumpsters, registration areas, fencing, barricades, bleachers, generators and all other items for your event. Facilities, equipment placement, parking needs, ingress and egress routes and street closure requests must also be included. The City may require a certified Traffic Control Plan (TCP) should your event be approved. Please note that completion of the Beach Usage Map (p. 14) does not qualify as a site plan. ☐ Proof of Non-Profit Status Pending status does not qualify. Non-profit organizations must apply under their own name and not borrow the non-profit status of another entity. □ Non-Profit Designation Letter ☐ Current Copy of Form 990

YOU MUST SUBMIT THE FOLLOWING: To avoid processing delays of your application, do not leave any sections blank. Indicate items that do not apply with an N/A. Attach additional sheets to the application if more

AGREEMENT AND SIGNATURE:

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Signature of Applicant

space is required.

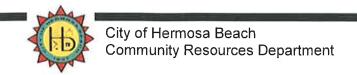
1/28/19

POTENTIAL POLICY UPDATES FOR 2019

Please note that as part of the Parks, Recreation and Community Resources Advisory Commission's ongoing efforts to streamline and strengthen the effectiveness of the Special Event Policy, the following high-priority topics will be under review by the Commission and Council, which may result in policy changes for 2019, including, but not limited to:

- Review and Approval Procedures
- Fee Waiver Policy and Procedures
- Accessibility Requirements

Please be mindful of these potential changes. Staff will keep all approved event producers updated.



PERMIT NUMBER:	
EVENT DATE:	
DATE STAMP	STAFF INITIALS

COMMERCIAL AND NON-PROFIT SPECIAL EVENT PERMIT APPLICATION

710 Pier Avenue • Hermosa Beach, CA 90254 • 310.318.0280 • Fax: 310.372.4333

- \$816 Non-Refundable Application FEE required with application.
- \$544 Non-Refundable Application FEE, for VERIFIABLE non-profits (SEE INSTRUCTIONS)

ORGANIZATION & EVEN				
EVENT TITLE: 2019	TEEN CHOICE AWARDS (LIVE ON FOX!)			
Applicant Name: R	OBERT BAIN	Birthdate: 05/31/1950	3	
Organization Name:	BOB BAIN PRODUCTIONS, INC.			
Non-Profit? ⊠No	□Yes Non-Profit I.D. or Tax Exempt #:			
If non-profit, please	describe who will benefit from funds raised from you	ur event:		
Address: 707 NO	RTH DOUGLAS			
EL SEG	GUNDO	CA 9024	15	
	City	State Zip	****	
Phone: 424-371	-9933 Cell:	310-569-1237		
Email Address: BOBE	BAINPRODUCTIONS@GMAIL.COM	Fax:		
**1st CHOICE EVEN	T DATE(S):			
Set-Up Date(s):	TUESDAY, SEPTEMBER 2 - SATURDAY, SEPTEMBE	R 7, 2019		
Event Date(s):	SUNDAY, SEPTEMBER 8, 2019			
Clean-Up Date(s):	SUNDAY 9/8 (pm) & MONDAY 9/9/19			
If applicable, please provide a brief explanation detailing a necessity for holding your event during the date(s) listed above:				
**2 nd CHOICE EVEN	IT DATE(S):			
Set-Up Date(s):			- 1	
• · · · · · · · · · · · · · · · · · · ·				
Clean-Up Date(s):				
If applicable, please plisted above:	provide a brief explanation detailing a necessity for h	nolding your event during the d	ate(s)	

**PLEASE NOTE: Date choice is not guaranteed until final calendar has been determined by City staff.

Please descri application:	be your organizatio	n's experienc	ce producing similar e	vents to the one de	scribed on this
BOB BAIN PF	RODUCTIONS, INC. HA	AS PROVIDED	THE TEEN CHOICE AWA	ARDS FOR PRIMETIM	E BROADCAST ON
FOX NETWO	RK SINCE 1999 (21 YE	EARS)			
Please descri	be you and/or your	organization'	s affiliation with the C	ity of Hermosa Bea	ich:
I AM A 40 YE	AR RESIDENT OF MAI	NHATTAN BEA	CH AND A LOCAL BUSI	NESS OWNER OF TH	E SOUTHBAY
REQUIRED: C	ONTACT PERSON ON 1	THE DAY OF T	HE EVENT:		
Name: BOB	BAIN			Cell: 310-569-1237	7
PRE-EVENT CO	NTACT PERSON'S INF	ORMATION (IF	DIFFERENT FROM CONTACT	INFORMATION ON PREVIO	DUS PAGE)
	CEY THOMAS-MUIR	•			01-27-1975
Address: 13	32 35TH PLACE				
H	ERMOSA BEACH		CA		90254
	City		State		Zip
Phone: _310-3	344-9028		Cell	310-344-9028	
 Email Address	: STACEYTHOMAS@	@ME.COM		Fax :	
Diama danamih			in a circular accorde	***	
I	e your personal expe	•	:ing similar events: ISION EVENTS FROM M	TV MI ISIC AWADDS	CDAMMV'S LIVE DED
					SCALE TAPED SHOWS
			011010271111111111111111111111111111111	5 110 ME 110 00 E, 11 10 E	2 33/122 1/11 23 3/13 1/3
EVENT INFORMA	ATION			The second of the second	
Is this a NEW	or RETURNING spe	cial event to	Hermosa Beach?	NEW	☐ RETURNING
-If this is	a returning event, p	lease indicat	e the number of years	held in Hermosa E	Beach:
Please indicat	te your event level (please mark all	that apply)		
☐ Loca			☐ Regional		ł National
☐ Chan	npionship		☐ Qualifier		
Event Type (pi	lease select all that app	oly):			
	Race (run, walk, bike,	, etc.)	☐ Tournamer	nt <i>Type:</i>	
	Parade		☐ Pass-Throu	ıgh	
	Street Fair/Festival		☐ Fundraiser	Benefitting:	
	Concert		☐ Swim Even	t	
\square	Other TELEVISED	TEEN MUSIC	FESTIVAL/ AWARDS SH	OW	
			RELATED ACTIVITIES. P		
Date(s)	IWEEN DIFFERENT DE	Daily Activi	s. PLEASE ATTACH ADDI	Start Time	End Time
9/2 - 9/5	☑ Load-in/set-up	□ Event day	☐ Load-out/Clean-up	6am	10pm
0/0/40					
9/6/19	☑ Load-in/set-up	□ Event day	□ Load-out/Clean-up	6am	12am
9/7/19 Rehears		☐ Event day ☐ Event day	☐ Load-out/Clean-up☐ Load-out/Clean-up☐	7am	12am 12am
					

Page 4 of 14

8pm

Event Location: HERMOSA	BEACH, SAND: SOUTH SIE	DE OF THE HERMOSA PIER (see	attached	layout)	
If your event is on the beach	, do you plan to remove an	y volleyball or beach tennis cour	ts? [☐ YES	□ NO
If YES, please indicate	which courts will be remove	ed on the Beach Usage Map (p.	14)	00	
Estimated # of Participants:	Cast & Crew est: 350	Age of Participants:		ew: 20yrs+ .st: <mark>15yrs+</mark>	
Estimated # of Spectators (d	aily): Audience of 5000 (9/8	only)Total Estimated Attendance	e: 5350	on show o	day 9/8
Marketing & Advertisemen	t Plan				
Please list how you plan to a ADVERTISING AND PRO		vent for participants :) VIA THE NETWORK (FOX) CLOS	SER TO 1	THE EVEN	IT DATE
Please list how you plan to a _ADVERTISING AND PRO		vent for spectators : O VIA THE NETWORK (FOX) CLOS	SER TO 1	THE EVEN	IT DATE
Overall Event Description -	 Briefly explain event and activiti 	es:			
		AND DESIGNED FOR TEENAGER: TH AN AWARDS SHOW HONORII			
Street Closure Information	For Parades, Races, Walk/Ru	ns, etc.taking place on City streets.			
Names of Streets to be close	d (please include additional she	ets if necessary):			
betwee	en , a	and	am/pm	to	am/pm
betwee		and	am/pm	to	am/pm
betwee	8 	and	am/pm	to	am/pm
betwee		and	am/pm	to	am/pm
betwee	en a	and	am/pm	to	am/pm
Description of Event Route *At this time, we are not look for semi deliveries and will p	king to close any streets bu	t will work with the City of Hermo	osa Bea	ch for app	oroved times
Semi deliveries will come work or to unload items to be fork		make right on Hermosa Ave and	d a left d	lown 11th	to Lot A
Assembly Area/Event Start:	9/2/19				
Disbanding Area/Event End:	9/9/19				
Sponsors List ALL proposed/anticipated C Resources Department. Co-spo We do not have any spons	nsors may sample only, not s	or is a \$260 each and must be apprell.	oved by	the Comm	nunity

Parking (\$1.25 per hour or	r \$30 per space per day)					
Will you need reserved pa	arking spaces?		□ No			
If YES, please list requ	uested parking times for	each day of reque	st (attach additional	sheets if neces	sary):	
# of Spaces	Date _9/2/19 - 9/7/19	from 6am	1	to12am		
# of Spaces20	Date 9/8/19	from 6am	1	to <u>12am</u>	1	
# of Spaces10	Date 9/9/19	from 6an	1	to 8pm		
Will official event mercha	ndise be sold at the ever	nt (Business License	required)?	☐ Yes	X No	
Does your event involve t Alcohol is prohibited on the bea	the sale or consumption of the sale or consumption of the sale or consumption of the sale	of alcoholic bevera	ges?	☐ Yes	⊠ No	
Will the event have ampli	fied sound?	▼ Yes	□ No			
Multiple Bands will be p through microphones.	-If YES, please describe (live music, PA, number and size of speakers, microphone, bullhorn, etc): Multiple Bands will be performing for this event. We will have amplified music as well as people speaking through microphones. Speaker system will consist of speaker clusters on the main stage truss as well as on truss towers throughout the event space.					
Is this a fundraising event	t? \(\sum \text{Yes}	⊠ No				
-If YES, please describe the fundraising activities:						
Will there be any fenced a	areas? 🗵 Yes					
-If YES, please describ						
	on/ truck compound, curren	ntly looking at Lot A.				
Fencing around back sta	-					
Fencing or barricade aro	und perimeter of event on t	the beach				
Will there be construction	of stages or structures.	including any tents	or awnings?	X Yes	□ No	
-If YES, please describ		3 ,	Ü			
	ack stage area will be const	tructed with steel de	ck and truss			
20'x20' talent tent backsta	-					
20'x30' catering/ production	on tent in Lot A					
What is your clean-up pla	n post event?					
Clean up will start Sunda	ay evening (9/8) post show	and continue/ finish	on Monday, Septe	mber 9, 2019		
Will you be requesting str	eet banners?	☑ Yes	□ No			
Will you be requesting ligh	nt pole banners?	X Yes	□ No			
Will you be filming or havi	ng television coverage?	⊠ Ye	s 🗆 No			

Entrance or Registration Fee: N/A						
Methods of Registration (please check all	that	apply):				
☑ Website □ Active.com		Mail Other				
	x	Other	Network	will determine regis	stration details	
Prizes (including anticipated cash prizes):						
N/A						
SAFETY/SECURITY/VOLUNTEERS						
Have you hired a security company to har		-	rrangemer	nts for this event?	⊻ Yes	□ No
-If YES, please include the following in	form	nation:				will vary
Company Name: Boschetti Group			Phone: _	310-925-7147	# of Guards:	per day
Guard Schedule:		- 0/0/40				
24 hour security will begin on 9/2/19 thru wra	ap or	1 9/9/19				
Do you plan on utilizing volunteers?		☐ Yes		□ No		
-If YES, please describe:						
			1. (
Please describe your procedures for both				•		
CROWD CONTROL AND SECURITY WILL SECURITY WITH THE CONSULTATION O				BOSCHETTIGRO	DUP, POLICE AND E	:VENI
ATTENDEES WILL BE WRISTBANDED AN				HE EVENT SPAC	E WILL GO THRU M	IEDAL
DETECTORS AND HAVE BAGS CHECKE						
FULL SECURITY DETAIL AND MAPPING	WILI	_ BE SUBM	IIIIED IO	CITY FOR SIGN C	OFF PRIOR TO EVE	NI.
EVENT PROMOTION INFORMATION	-1 -4	55 - ut	· · · · · · · · · · · · · · · · · · ·		haita annial matura	ulsina a sita a
Please describe marketing and promotion radio play, etc.	iai ei	mons for tr	ns event.	include event we	bsite, social netwo	rking sites,
FOX NETWORK WILL BE HANDLING M DATE.	IARK	ETING AN	D PROMO	ΓΙΟΝ. DETAILS W	ILL BE GIVEN CLO	SER TO EVEN

QUIPMENT INFORMATION	(ATTACH SITE PLAN)				
CLOSURES, INGRESS AND YOUR	TE PLAN THAT INCLUDES ALL FACILITY DEGRESS ROUTES, SHUTTLE ROUTES, FATTACHED TO THE APPLICATION WILL NOT BE PROCESSION OF THE BEACH USAGE M.	PLICATION CESSED	CCESSI N. WITHO	BILITY P	LAN, AND PARKING MUST BE TE PLAN
lease check all the boxend size of each (if applic	es that apply to the equipment that w cable).	ill be on s			
☐ Cars	250 crew parking			Potties	3) VIP Porta Pottie trailers
	emi deliveries per day 9/2 - 9/5 / pick ups 9/9		Motor		Est. 3-8 Talent 2 Room Trailers 38' e
☐ Generator	2 Twin Pack Generators	100		Size:	Host Trailer: 46'
	20' each		Trailer		Video/ Audio Mobile Untis
□ Vans	4-6 Cargo and 15 Pass Vans		0.	Size:	3) 53' trailers, 1)46' trailer
Size:	15'		Stage		Main: 50' x 40' / Backstage: 40'x40'
☐ Sound Equipment☐ Enclosed Tents	Band Equipment, Speakers 20x20 Talent tent, 20x30 catering tent, TBD on ac				rements:
CESSIBILITY PLAN	n list with description of each item)			2.04	
PRODUCTION IS WELL VE	ERSED IN ADA REQUIREMENTS. ADA WILL SIG	N OFF ON F	NAL AUD	IENCE LA	YOUT CLOSER TO EVENT.
2 million comprehensive ering the entire period additionally insured.	overage is requested, applicant agreve general liability insurance in the foot of this permit, naming the City of Helermittee waives claims against the C	rm of a common of a common of a common of a common of the common of the common of the common of a comm	ertificati ach, its mosa B	e, includ officers each, its	ang endorsement, , agents and employees s officers, agents and
oloyees, for fees or dan	nages caused, arising out of or in an	y way coi	nnected	with th	e exercise of this permit.
ertify that the information	COMPLY WITH ALL APPLICANT'S LAW IDITION AND RETURN IN THE SAME CON on contained herein is true and corre City of Hermosa Beach Sustainabili shed to the Department of Comm	ect to the	best of res. All	my kno fees, ch	JSE. owledge. I have read and narges and other material
BOB BAIN ame/Company Represe					
ame/Company Repres	PRODUCTIONS, INC				
IM M					1/28/19

IMPACT CHARACTERISTIC WORKSHEET (REQUIRED FOR ALL EVENTS)

Please consider details of your event and use this worksheet to determine its impact level. If you are applying for multiple events, please complete a different page for each if the event details are different.

Event Name:

2019 Teen Choice Awards

Event Date(s):

September 2 - 9, 2019. Event date: 9/8/19

MEDIUM LARGE NUMBER OF SMALL **EXPECTED PARTICIPANTS** 500-2,000 2,000+ 100-500 Select one characteristic in REOCCURANCE ONCE NEW 3+ each ROW as it relates to **BEFORE EVENT** Years your event(s). Please be sure to mark (i.e. "x", circle, checkmark, LOCATION TREETS/P PARKS PIER etc.) each selection. Failure PLAZA OR OF WAY/STRAND to do so will deem the CH worksheet and application incomplete. TIME OF YEAR WINTER SUMMER SPRING OR FALL DAY(S) OF THE WEEK WEEKDAY WEEKENE HOLIDAY NUMBER OF CONSECUTIVE LESS 2-4 DAYS MORE THAN 2 DAYS THAN 5 DAYS DAYS NUMBER OF EVENTS MORE 3-4 IN ONE YEAR EVENTS/Y EVENTS/Y THAN 5 EVENTS/YE AR **ADDITIONAL REQUESTS** NEEDED NONE 2 OR i e filming reserved parking, fencing MORE stage or seating construction, road closures amplified sound etc. **TOTALS** Calculate the total number of each color/column selected. IMPACT LEVEL I **IMPACT LEVEL II IMPACT LEVEL III** At least 2 green At least 5 blue At least 2 red Determine Impact Level by selecting the

IMPACT LEVEL (level 3)

HIGHEST your event qualifies for.

COMMUNITY BENEFIT

Event Name: 2019 TEEN CHOICE AWARDS

Revised 7/19/2018

Please provide a brief description of the benefit your event(s) add to the community. The Community Decision-Making Tool may be used as a guide and can be found on the City website at the following link: http://www.hermosabch.org/Modules/ShowDocument.aspx?documentid=5226

9/8/19

Event Date(s):

THIS EVENT WI	LL GIVE HERMOSA	BEACH NATIONAL	HICH WILL AIR LIVE EXPOSURE AND HA D BOOST LOCAL BU	AS ALWAYS HAD A	K PRIMETIME. HUGE APPEAL TO NO
DI IDI IC I	DEL ATION	IC INEODI	MATION		
	RELATION e following informat		to the general publ	lic, if requested:	
Name of Event:	2019 TEEN CHO	DICE AWARDS	-	- 1	
+	ition: BOB BAIN PF				
Event Dates and					
Date	SEPTEM	BER 8, 2019			
Times	2:00P - 8	00P			
Event Information	can be found onlin	e at: TBD			
			network closer to date	e)	
Day Phone:			Evening Phone:		
				2	
Please provide a l	orief description of	our event that can	be used on the on ore information spec		Please include
	ENS FAVORITE BA		AND DESIGNED FOR		MUSIC CONCERT ENS CHOSEN STARS

Page 10 of 14 **16**

PRELIMINARY FEE WORKSHEET

Please complete, to the best of your ability, all event-related fees as it pertains to your proposed event, <u>even if you are requesting fee waivers</u>. REMINDER: ONLY VALID NON-PROFIT ENTITIES ARE ELIGIBLE FOR FEE WAIVER CONSIDERATION. A final total of charges will be determined thirty days prior to your event once approval is granted; additional fees may apply when deemed necessary through the approval process. Please use this worksheet as a preliminary guide for planning purposes of city fees. Please note that fees may be updated at any time.

EVENT CATEGORY FEES	PRICE MY EVENT FEES (subject to change)
Category I	70/30% of registration
• <500 people	fees
Category II	
 Impacts public areas for no longer than one (1) day including set-up & tear-down 	
 Is conducted in the off-season (not between Memorial Day and Labor Day or on any holiday) 	
 Participant plus Spectator crowd above 500 but does not exceed 3,000 people. 	\$2596 per day
Has no television coverage (except news).	
 A non-profit entity is the beneficiary of the net revenues (100%). 	
 Does not meet any of the identifying criteria for a Category III or IV event. 	
Category III	
 Impacts public areas for more than one (1) day including set 	
up.	
 Participant plus Spectator crowd does not exceed 5,000 	40050
people.	\$2856 per day x 6 = 17,136
 Has no television coverage (except news). 	
 Has more than \$3,000 and less than \$50,000 in prize money. 	
 Does not meet any of the identifying criteria for a Category IV 	
event.	
Category IV	
Meets Category III Criteria and has one or more of the	
following:	
Has network television coverage or	\$5102 por day
Estimated participant/spectator crowds exceeds 5,000 people or	\$5192 per day
 Prize money in excess of \$50,000 or 	

MISCELLANEOUS FEES	PRICE (subject to change)	MY EVENT FEES
Commercial Application Fee - non-refundable	\$816	816
Non-Profit Application Fee - non-refundable	\$544	
Pass-Thru Application Fee - non-refundable	\$272	
Amplified Sound Permit	\$160	160
Street Banner Fees	\$570	570
Event Co-Sponsor	\$273 each	
Event Set-Up/Tear-Down (estimate 2 locations)	\$217 per location, per day	2604
Community Resources Staff (Required Cat. II-IV)	\$326 per day	1956
Paramedic	\$131 per hour	1104
Fire Inspection	\$157 per hour est	6594
Police	\$112 per hour est	60000
Parking Meter Space Fee	\$30 per space, per day es	t 25000

Charges admission to spectator Gross revenues in

excess of \$50,000.

Preliminary TOTAL

98,804 + 17,136 \$115,940

GREEN MATRIX (Environmental Protection Plan) (Required for all event applications)

Events in Hermosa Beach are expected to implement measures to reduce impacts and costs to the environment, the city, and the community. Specify how you will comply with applicable measures (or mark not applicable). If you have a multi-year contract for your event, please show how you will increase compliance in subsequent years.

Event Name:	2019 TEEN CHOICE AWARDS	Expected Attendance: 5000
-------------	-------------------------	---------------------------

MEASURE	CHECK IF APPLICABLE	HOW WILL YOU COMPLY? (use additional sheets if needed)
Recycling and Waste Reduction		
Reduce waste and single-use items		
 Limit single-use paper, plastics, packaging, and décor items 	$ \overline{x} $	
 Reduce size/bulk of plates, containers, cups 		
 Use products with high recycled content 		
 Avoid sale or give-away of single-use plastic drinking water bottles. *A mobile water cart ('Mother-Lode Wide') is available for use and reusable water bottles are encouraged 	7	
 Provide free drinking water in large dispensers (people can refill their own bottles, or use paper cups) *Large drink dispensers are available for use and reusable water bottles are encouraged 	₹	
 At 'beer or drink gardens' use recycled or compostable cups (provide dump station for liquids) 		
 Recycle fry-grease for bio-diesel fuels 		
 Limit and reduce size of handouts, flyers and give-aways (print several per page, double-side, do not use dark color inks) 		
2. Recycling containers:		
 Place well-marked recycle containers adjacent to every trash container 	¬	
 Provide onsite 'monitors' directing people to recycling at prime locations, or provide secondary trash sorters. 		
 Scavenging is prohibited from waste containers. Prevent and report scavenging 		
3. Staging		
 Recycle or reuse event construction materials 		
 Use 'no emission/no VOC' paints/sealants 		

3. Transportation		
 No-idling policy for all vehicles 		
Sponsor free shuttle or low cost bus passes		
 Use electric, hydrogen, hybrid or CNG vehicles 		
4. Energy		
 Use energy-efficient lighting 		
 Turn lighting and devices off when not in use 	7	
 Turn off generators when not in use for significant period of time 	×	
 Using alternative energy (solar, wind, fuel cell) to supply some power 		
 Use alternative fuel generators (CNG, fuel cell, biodiesel) (biodiesel- minimum B20 (20% blend); B99 is preferred) 		
5. Marine environment		
 NO single-use plastic bags starting October 1, 2016. 		
 including take-out cups or containers. 		
 No hosing of surfaces. Consult Public Works regarding clean-up procedures for large events 		
 Full containment of all wastes 		
 Full containment of all six-pack plastic rings. Cut rings prior to disposal. 		
If Beach and street cleaning required consult Public Works regarding clean-up procedures	7	
6. Education		
Event and vendors to make reducing waste and recycling a prominent theme		
 Provide one booth, kiosk or space for green education sponsored by city or designee 		
 Advertise green measures and rules in all event advertising and on website 		
 Demonstrate that vendors and service providers will comply with green measures 		
7. Monitoring		
Report on compliance with above applicable measures		

LOCATION AGREEMENT

This Location Agreement ("Agreement") is made and entered into as of May 2, 2019 (the "Effective Date"), by and between the City of Hermosa Beach ("Owner") and Bob Bain Productions, Inc. ("Producer").

WITNESSETH:

WHEREAS, Owner is the owner of the beach premises and facilities just south of the Hermosa Beach Pier, which are more fully described in the City of Hermosa Beach Special Event Application Rules and Regulations attached to this Agreement as **Exhibit A** (the "**Application**"), and incorporated herein by this reference, including the grounds and all buildings and other structures located thereon, and all related equipment, together with access to and egress from said property (the "**Property**");

WHEREAS, Owner has the power and authority to grant the use of the Property for the purpose of holding and presenting certain events;

WHEREAS, Producer desires to use the Property, and Owner desires to grant the use thereof to Producer, for the purpose of holding and presenting the 2019 Teen Choice Awards (the "Show"), which shall be taped live from the Property on August 11, 2019, and is intended for initial exhibition on Fox Broadcasting Company, LLC ("FOX"), and a related pre-show music festival and dance party to be held on the Property on the day of the Show, utilizing the same stage as the Show (the "Festival") (the Show, the Festival, any pre-Show and post-Show parties and events and any related programming are collectively referred to herein as the "Event"), in accordance with the terms and conditions of this Agreement;

WHEREAS, Owner has confirmed to Producer in Owner's letter dated March 25, 2019, and its Special Event Permit dated as of May 23, 2019, attached to this Agreement as **Exhibit B** (the "**Approval Letter**"), and incorporated herein by this reference, that all required approvals from Owner with respect to the Event have been obtained by Producer, and no other approvals of Owner are required in connection with the Rights (as defined below) granted hereunder. In the event of a conflict between the terms of this Agreement and those of any Exhibit, the terms of this Agreement shall control.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Rights. Owner hereby grants to Producer, FOX, and their parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, contractors, vendors, suppliers, successors and assigns the exclusive right during the Term (as defined below) to enter upon and utilize the Property, its contents and the appurtenance for the purposes of holding, staging, producing, photographing, filming, videotaping and recording (including, without limitation, sound recording) and offering for sale to the public and otherwise distributing and offering food, beverages and merchandise in connection with the Event, as applicable (with all methods of such, food, beverage and merchandise sales and distribution of such, food, beverages and merchandise being conducted, and any revenues therefrom being retained, solely by Producer and its designees), and in connection with any advertising, promotion, marketing, publicity, or other material relating to the Event, and to bring onto the Property such personnel, materials, vehicles and equipment, erect and construct sets, staging, lighting and props, store such materials, conduct activities upon and photograph, film, videotape and record (including, without limitation, sound recording) the Property as Producer deems necessary in connection with the production, advertising, promotion, marketing, and publicity

in connection with the Event and/or any related programming (the "Rights"). Producer and its designees also shall have the exclusive right to sell sponsorships and/or advertising for and in connection with the Event in Producer's sole discretion, which may include without limitation signage, branding, and giveaways and the like on the Property during the Term (as defined below). subject to the restrictions, if any, set forth in the Special Event Permit. In connection with Producer's exercise of the Rights hereunder, Producer shall not remove or change any signs, displays, interiors, exteriors or Owner-owned improvements and the like appearing on the Property without Owner's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Producer may, but need not include any and all signs displays, exteriors, and the like appearing on the Property and any names, marks, designs and logos of Owner or otherwise visible on the Property, including without limitation the image of the Property itself, the Property's name and/or logo and Owner's name and/or logo (collectively, the "Owner's Marks") in the photographs, film, videotape and recordings of the Event and in connection with the production, advertising, promotion, marketing, and publicity in connection with the Event and/or any related programming. Without in any way limiting the foregoing, Owner grants Producer the right, without limitation, to recreate at any time the look and feel of the Property, including all buildings, landscaping, fixtures, furnishings, artwork and other features thereon, including without limitation Owner's Marks, in connection with any material (including without limitation advertising, promotion, marketing and publicity) relating to the Event. Without in any way limiting the foregoing, Producer may refrain from doing any or all of the foregoing in its sole discretion. The Event shall be free to the public and no tickets will be sold or required to attend the Event.

- 2. <u>Utilities, Parking and Support Personnel.</u> During the Term, Owner shall provide Producer with parking facilities as described in the Special Event Permit and access to and egress from such facilities as are required by Producer in connection with the Event, and such utilities as are required by Producer in connection with the Event, all in accordance with the Application, and as otherwise mutually agreed between the parties hereto. Any Owner resources including without limitation support personnel requested by Producer will be provided by Owner as mutually agreed between the parties hereto, including Owner staff time for the planning and implementation of the Event. The reasonable out of pocket costs of these resources and Owner staff time are to be reimbursed by the Producer, subject to Producer's prior written approval of such costs. The Owner will not schedule or dedicate resources or Owner staff without mutually agreeing upon this scheduling and the total reimbursable cost with the Producer. If additional resources are determined to be required above what can be provided by the Owner, the Producer will secure and compensate these resources at its own cost.
- 3. Term. The term hereof (the "Term") shall commence on August 5, 2019, and shall continue through and including August 12, 2019, unless modified by mutual agreement of the parties in writing. Producer personnel may, prior to the commencement of the Term, enter, visit, photograph or otherwise inspect the Property to plan and set up for production without additional charge. The Term shall be subject to modification upon mutual agreement of the parties due to weather conditions or other force majeure event(s). Producer will have the right to use the Property for additional filming as may be necessary following the Term, and payment will be made pro rata in accordance with the Fees (as defined below).
- 4. <u>Fees</u>. As compensation for the use by Producer of the Property during the Term and in full consideration for all rights granted by Owner hereunder, Producer shall pay Owner the fees set forth in the Application (the "Fees"), and any other costs Producer preapproves in writing consistent with

the terms hereof For purposes of clarity, Owner shall not be entitled to participate in any revenue derived from the Event, whether from, food, beverage or merchandise sales, sponsorships and/or advertising, or any other revenues of Producer derived from or in connection with the Event.

- 5. Representations, Warranties and Indemnity of Owner. Owner represents and warrants that (a) Owner has the right and authority to make and enter into this Agreement and to grant Producer the rights set forth herein; (b) the consent or permission of no other person or entity is necessary; (c) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property; and (d) the Property is maintained in compliance with all applicable laws and regulations. Owner further represents and warrants that it has general liability insurance coverage through Independent Cities Risk Management Authority (ICRMA), a self-insurance pooling Authority. Coverage is in accordance with the terms and provisions of the ICRMA Liability Protection Program. The coverage afforded is subject to all the terms, exclusions, and conditions of the Liability Memorandum of Coverage of the ICRMA.
- 6. Owner shall indemnify, defend and hold harmless Producer, FOX, their parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, contractors, vendors, suppliers, successors and assigns from any breach of the foregoing representations and warranties. These indemnity obligations shall survive termination or expiration of this Agreement.
- 7. Condition of Premises After Use. Producer agrees to leave the Property in substantially the same condition as when received by Producer, excepting reasonable wear and tear. If Owner claims that Producer is responsible for any damage to the Property, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer's investigators to inspect the property claimed to be damaged.
- 8. Producer's Ownership of Photography and Recordings; Limitations on Owner's Remedies. Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film, videotape and recordings of the Property and any and all buildings, structures, equipment, furnishings, works of art and other objects located in or around the Property, as well as the Owner's Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity, solely in connection with the Event and any advertising, promotion, marketing, publicity, or other material relating to the Event. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film, videotape and recordings made on the Property (including, without limitation, all copyrights) shall be and remain vested in Producer and its licensees, successors and assigns in perpetuity, including, without limitation, the right to use and reuse all such photographs, film, videotape and recordings. Neither Owner, nor any tenant, nor any other party having an interest in the Property, shall have any claim or right of action against Producer or any other party arising out of any use of the photographs, film, videotape and/or recordings hereunder. Without in any way limiting the foregoing, Producer may refrain from doing any or all of the foregoing, including without limitation, exhibiting the Event, in its sole discretion. Producer shall use good faith efforts to encourage FOX to consider in good faith providing Owner upon request a reasonable number of digital copies of photographs of the Event, but in no event will Producer or FOX be obligated to provide any such photographs. If FOX elects to approve such Owner request, Owner will abide by the terms and conditions set forth in a separate written agreement.

- 9. Producer Free to License. Owner agrees that Producer may license, assign and otherwise transfer this Agreement and all rights granted by Owner to Producer under this Agreement to any person or entity; provided, however, that upon any such assignment by Producer, Producer shall remain secondarily liable for its obligations under the Agreement unless such assignment is to: (a) a so-called "major" or "mini-major" (as customarily understood in the motion picture industry) motion picture company or to a U.S. free or pay television network or other financially responsible party which assumes in writing all of Producer's obligations under this Agreement; (b) an entity into which Producer merges or is consolidated; (c) an entity which acquires all or substantially all of Producer's business and assets; or (d) a person or entity which is controlled by, under common control with, or controls Producer; in which event Producer shall be relieved of its obligations hereunder.
- 10. <u>Termination</u>. Producer shall have the right to cancel this Agreement at any time prior to the Show. Upon Producer's cancellation of this Agreement, neither Producer nor Owner shall have any obligations whatsoever under this Agreement. Any and all sums previously paid by Producer for services rendered or application or permit fees pursuant to this Agreement shall be nonrefundable. In the event Owner fails to perform or observe any of the conditions or obligations in this Agreement, Producer shall provide Owner with written notice specifying the failure with particularity, and Owner shall have two (2) business days from its receipt of such notice to cure such failure, provided that in the event such failure occurs on or after August 9, 2019, and prevents Producer from producing all or any portion of the Event, Producer shall have the option to immediately terminate this Agreement with no further obligation to Owner, and Owner shall refund all payments previously made to it by Producer.
- 11. <u>Limitation of Liability</u>. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance. Owner's sole remedy for breach of this Agreement by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive relief.
- 12. <u>Insurance</u>. Producer shall obtain and maintain in force for the duration of this Agreement a policy of commercial general liability and property damage insurance, insuring Owner its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Producer's actions and performance under this Agreement, whether or not done by Producer or anyone directly or indirectly employed by Producer. Such insurance shall have a combined single limit of not less than \$2,000,000. Owner, its elected and appointed officers, agents, and employees shall be named as additional insureds on the policy. Producer shall furnish Owner, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give Owner at least 10 days prior written notice of the cancellation during the term of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of Producer to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement; in such event Owner may pay any premiums therefor

at Producer's expense. Producer shall also carry Worker's Compensation Insurance for all Producer's employees to the extent required by the State of California.

13. <u>Indemnity</u>. Owner and Producer shall indemnify, protect, defend and hold harmless one another, and their officers, employees and agents, from and against any and all losses, liabilities, damages, costs and expenses, including reasonable outside attorney's fees and costs which arise out of, pertain to, or relate to the indemnifying party's negligent or wrongful performance of its obligations under this Agreement, provided such claims are not caused by negligence or misconduct of the other party.

These indemnity obligations shall survive termination or expiration of this Agreement.

14. <u>Notices</u>. All notices hereunder shall be deemed duly given if (i) personally delivered with a signed receipt evidencing such delivery, (ii) mailed by certified mail, return receipt requested, postage prepaid, or (iii) delivered by duly recognized overnight courier, with confirmation to the following addresses:

Owner: City of Hermosa Beach

Community Resources Department

710 Pier Avenue

Hermosa Beach, CA 90254

Producer: Bob Bain Productions, Inc.

c/o Hutson Company, Inc. 2211 Corinth Avenue, #300 Los Angeles, CA 90064 Attn: Adam Hutson

- 15. <u>Press Releases</u>. Owner agrees not to issue any press, press releases or other public statements, including but not limited to, speaking to the press about the Event or Owner's involvement in the Event, or posting statements, comments, and/or pictures on any social networking website (or any other website, service, platform, program, or application) about the Event, without Producer's and FOX's prior written permission. Owner agrees not to use Producer's or FOX's name, logos, trademarks or other proprietary marks in any manner without their prior written approval.
- 16. Miscellaneous. This Agreement is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, successors and assigns of the parties hereto. This Agreement, and all Exhibits incorporated herein, is the entire agreement between the parties hereto with respect to its subject matter and may be amended only by a written instrument signed by all of the parties. If any part of this Agreement is declared invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the remainder of this Agreement. No failure to enforce any term of, or to exercise any right under this Agreement shall constitute a waiver of any such right or any subsequent breach thereof. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties. This Agreement may be executed in counterparts and as so executed shall constitute one agreement, and each counterpart shall be deemed to be an original, binding on all parties hereto. A facsimile signature, scanned signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature. This Agreement shall be construed in

accordance with and is governed by the laws of the State of California, relating to contracts made and fully performed therein, without reference to choice of laws provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGREED TO AND ACCEPTED BY:

OWNER		
Mayor	Date	_
City Manager	Date	
ATTEST		
City Claule	Data	
City Clerk	Date	
APPROVED AS TO FORM		
City Attorney	Date	
PRODUCER		
Bob Bain Productions, Inc.	Date	



City of Hermosa Beach Special Event Application Rules and Regulations

Applications and other required documents must be submitted to:

City of Hermosa Beach Community Resources Department
710 Pier Avenue, Hermosa Beach, CA 90254

Office Phone: 310.318.0280 • Email: hbconnect@hermosabch.org • Fax: 310.372.4333

Please refer to the Special Event Policy Guide on the City website for a complete listing of all policies and procedures related to special events in the City of Hermosa Beach.

Application, application fee and all required documents <u>must</u> be submitted to the Department of Community Resources to be considered.

Please note:

- ✓ Applications MUST be completed electronically handwritten applications will not be accepted. (Instructions for completing applications electronically can be found on the City website.)
- ✓ ALL sections and pages of the application MUST be completed (or marked N/A) to be eligible for review. You will be notified by City staff if your application was not accepted due to it being incomplete.

Approval Process

Event Level Approval Group		Event Review Schedule			
Impact Level I	Approved by Community Resources Staff	As received			
Impact Level II	Approved by the Parks, Recreation and Community Resources Advisory Commission	Meets monthly (first Tuesday of each month)			
Impact Level III & New Events	Approved by public hearing at the Parks, Recreation and Community Resources Advisory Commission and City Council	Meets monthly (Commission) (first Tuesday of each month) Meets bi-monthly (Council) (second and fourth Tuesday of each month)			

Multiple Events

If you are applying for multiple event days and <u>ALL</u> characteristics of each day are the SAME (set-up, parking requests, etc.), you are welcome to submit one application and one application fee that includes all dates. Once an event has any details that differ between event dates, you are required to submit a SEPARATE application and application fee for each.

Example: A youth volleyball organization is holding a variety of tournaments, including:

- May youth tournament (80 participants, 10 volleyball courts)
- June youth tournament (80 participants, 10 volleyball courts)
- July adult tournament (100 participants, 16 volleyball courts)

The May and June events will be accepted on <u>one</u> application; the July event is required to be submitted on a separate application outlining that event's details.

☐ Completed Application (ALL pages – blank pages marked NA) ☐ Application Fee Submit non-refundable \$816 application fee (\$544 for nonprofits or \$272 for pass-throughs) payable to the City of Hermosa Beach. Applications received without the application fee will not be reviewed and will be returned as incomplete. ☐ Site Plan Include location of stages, tents, portable toilets, dumpsters, registration areas, fencing, barricades, bleachers, generators and all other items for your event. Facilities, equipment placement, parking needs, ingress and egress routes and street closure requests must also be included. The City may require a certified Traffic Control Plan (TCP) should your event be approved. Please note that completion of the Beach Usage Map (p. 14) does not qualify as a site plan. ☐ Proof of Non-Profit Status Pending status does not qualify. Non-profit organizations must apply under their own name and not borrow the non-profit status of another entity. □ Non-Profit Designation Letter ☐ Current Copy of Form 990

YOU MUST SUBMIT THE FOLLOWING: To avoid processing delays of your application, do not leave any sections blank. Indicate items that do not apply with an N/A. Attach additional sheets to the application if more

AGREEMENT AND SIGNATURE:

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Signature of Applicant

space is required.

1/28/19 Date

POTENTIAL POLICY UPDATES FOR 2019

Please note that as part of the Parks, Recreation and Community Resources Advisory Commission's ongoing efforts to streamline and strengthen the effectiveness of the Special Event Policy, the following high-priority topics will be under review by the Commission and Council, which may result in policy changes for 2019, including, but not limited to:

- Review and Approval Procedures
- Fee Waiver Policy and Procedures
- Accessibility Requirements

Please be mindful of these potential changes. Staff will keep all approved event producers updated.



PERMIT NUMBER:	
EVENT DATE:	
DATE STAMP	STAFF INITIALS

COMMERCIAL AND NON-PROFIT SPECIAL EVENT PERMIT APPLICATION

710 Pier Avenue • Hermosa Beach, CA 90254 • 310.318.0280 • Fax: 310.372.4333

- \$816 Non-Refundable Application FEE required with application.
- \$544 Non-Refundable Application FEE, for VERIFIABLE non-profits (SEE INSTRUCTIONS)

ORGANIZATION & EVEN					
EVENT TITLE: 2019	TEEN CHOICE AWARDS (LIVE ON FOX!)				
Applicant Name: R	OBERT BAIN	Birthdate: 05/31/1950	3		
Organization Name:	BOB BAIN PRODUCTIONS, INC.				
Non-Profit? ⊠No	□Yes Non-Profit I.D. or Tax Exempt #:				
If non-profit, please	describe who will benefit from funds raised from you	ur event:			
Address: 707 NO	RTH DOUGLAS				
EL SEG	GUNDO	CA 9024	15		
	City	State Zip	****		
Phone: 424-371	-9933 Cell:	310-569-1237			
Email Address: BOBE	BAINPRODUCTIONS@GMAIL.COM	Fax:			
**1st CHOICE EVEN	T DATE(S):				
Set-Up Date(s):	TUESDAY, SEPTEMBER 2 - SATURDAY, SEPTEMBE	R 7, 2019			
Event Date(s):	SUNDAY, SEPTEMBER 8, 2019				
Clean-Up Date(s):	SUNDAY 9/8 (pm) & MONDAY 9/9/19				
If applicable, please provide a brief explanation detailing a necessity for holding your event during the date(s) listed above:					
**2 nd CHOICE EVEN	IT DATE(S):				
Set-Up Date(s):			- 1		
• · · · · · · · · · · · · · · · · · · ·					
Clean-Up Date(s):					
If applicable, please plisted above:	provide a brief explanation detailing a necessity for h	nolding your event during the d	ate(s)		

**PLEASE NOTE: Date choice is not guaranteed until final calendar has been determined by City staff.

Please descri application:	be your organizatio	n's experienc	ce producing similar e	vents to the one de	scribed on this		
BOB BAIN PRODUCTIONS, INC. HAS PROVIDED THE TEEN CHOICE AWARDS FOR PRIMETIME BROADCAST ON							
FOX NETWO	RK SINCE 1999 (21 YE	EARS)					
Please descri	be you and/or your	organization'	s affiliation with the C	ity of Hermosa Bea	ich:		
I AM A 40 YE	AR RESIDENT OF MAI	NHATTAN BEA	CH AND A LOCAL BUSI	NESS OWNER OF TH	E SOUTHBAY		
REQUIRED: CONTACT PERSON ON THE DAY OF THE EVENT:							
Name: BOB	BAIN			Cell: 310-569-1237	7		
PRE-EVENT CO	NTACT PERSON'S INF	ORMATION (IF	DIFFERENT FROM CONTACT	INFORMATION ON PREVIO	DUS PAGE)		
	CEY THOMAS-MUIR	•			01-27-1975		
Address: 13	32 35TH PLACE						
H	ERMOSA BEACH		CA		90254		
	City		State		Zip		
Phone: _310-3	344-9028		Cell	310-344-9028			
 Email Address	: STACEYTHOMAS@	@ME.COM		Fax :			
Diama danamih			in a circular accorde	***			
I	e your personal expe	•	:ing similar events: ISION EVENTS FROM M	TV MI ISIC AWADDS	CDAMMV'S LIVE DED		
					SCALE TAPED SHOWS		
			011010271111111111111111111111111111111	5 110 ME 110 00 E, 11 10 E	2 33/122 1/11 23 3/13 1/3		
EVENT INFORMA	ATION			The second of the second			
Is this a NEW	or RETURNING spe	cial event to	Hermosa Beach?	NEW	☐ RETURNING		
-If this is	a returning event, p	lease indicat	e the number of years	held in Hermosa E	Beach:		
Please indicat	te your event level (please mark all	that apply)				
☐ Loca			☐ Regional		ł National		
☐ Chan	npionship		☐ Qualifier				
Event Type (pi	lease select all that app	oly):					
	Race (run, walk, bike,	, etc.)	☐ Tournamer	nt <i>Type:</i>			
	Parade		☐ Pass-Throu	ıgh			
	Street Fair/Festival		☐ Fundraiser	Benefitting:			
	Concert		☐ Swim Even	t			
\square	Other TELEVISED	TEEN MUSIC	FESTIVAL/ AWARDS SH	OW			
			RELATED ACTIVITIES. P				
Date(s)	IWEEN DIFFERENT DE	Daily Activi	s. PLEASE ATTACH ADDI	Start Time	End Time		
9/2 - 9/5	☑ Load-in/set-up	□ Event day	☐ Load-out/Clean-up	6am	10pm		
0/0/40							
9/6/19	☑ Load-in/set-up	□ Event day	□ Load-out/Clean-up	6am	12am		
9/7/19 Rehears		☐ Event day ☐ Event day	☐ Load-out/Clean-up☐ Load-out/Clean-up☐	7am	12am 12am		
							

Page 4 of 14

8pm

Event Location: HERN	MOSA BEACH, SAND: SOUTH S	SIDE OF THE HERMOSA PIER ((see attached	layout)	
If your event is on the be	each, do you plan to remove a	any volleyball or beach tennis	courts?	YES	
If YES, please indic	cate which courts will be remo	oved on the Beach Usage Map	p (p. 14)		
Estimated # of Participa	nts: Cast & Crew est: 350	Age of Participa		ew: 20yrs+ st: 15yrs+	
Estimated # of Spectato	rs (daily): Audience of 5000 (9	0/8 only)Total Estimated Attend	lance:5350	on show da	ay 9/8
Marketing & Advertise	ment Plan				
Please list how you plan	to advertise & promote your	event for participants : ED VIA THE NETWORK (FOX) (CLOSER TO T	HE EVENT	DATE
	to advertise & promote your PROMOTION WILL BE HANDLI	event for spectators : ED VIA THE NETWORK (FOX) (CLOSER TO T	HE EVENT	DATE
Overall Event Descript	ion - Briefly explain event and acti	vities:			
		RAND DESIGNED FOR TEENA WITH AN AWARDS SHOW HON			
Street Closure Informa	ition – For Parades, Races, Walk/	Runs, etc.taking place on City street	S.		
	closed (please include additional s				
be	etween	and	am/pm	to	am/pm
be	etween	and	am/pm_	to	am/pm
	etween	and	am/pm	to	am/pm
be	etween	and	am/pm	to	am/pm
be	etween	_ and	am/pm	to	am/pm
*At this time, we are not for semi deliveries and	will permit/ close stréets if the ne west down 190th/ Herondo	but will work with the City of H			
Assembly Area/Event St	tart: 9/2/19				
Disbanding Area/Event I	0/0/40				
	o-sponsors may sample only, no	nsor is a \$260 each and must be t sell.	approved by t	the Commu	unity

Parking (\$1.25 per hour or	r \$30 per space per day)				
Will you need reserved pa	arking spaces?		□ No		
If YES, please list requ	uested parking times for	each day of reque	st (attach additional	sheets if neces	sary):
# of Spaces	Date _9/2/19 - 9/7/19	from 6am	1	to12am	
# of Spaces20	Date 9/8/19	from 6am	1	to <u>12am</u>	1
# of Spaces10	Date 9/9/19	from 6an	1	to 8pm	
Will official event mercha	ndise be sold at the ever	nt (Business License	required)?	☐ Yes	X No
Does your event involve t Alcohol is prohibited on the bea	the sale or consumption of the sale or consumption of the sale or consumption of the sale	of alcoholic bevera	ges?	☐ Yes	⊠ No
Will the event have ampli	fied sound?	▼ Yes	□ No		
-If YES, please described Multiple Bands will be puthrough microphones. Sas on truss towers through	Speaker system will co	it. We will have a ensist of speaker	amplified music	as well as p	people speaking
Is this a fundraising event	t? \(\sum \text{Yes}	⊠ No			
-If YES, please descri	be the fundraising activiti	ies:			
Will there be any fenced a	areas? 🗵 Yes				
-If YES, please describ					
	on/ truck compound, curren	ntly looking at Lot A.			
Fencing around back sta	-				
Fencing or barricade aro	und perimeter of event on t	the beach			
Will there be construction	of stages or structures.	including any tents	or awnings?	X Yes	□ No
-If YES, please describ		3 ,	Ü		
	ack stage area will be const	tructed with steel de	ck and truss		
20'x20' talent tent backsta	-				
20'x30' catering/ production	on tent in Lot A				
What is your clean-up pla	n post event?				
Clean up will start Sunda	ay evening (9/8) post show	and continue/ finish	on Monday, Septe	mber 9, 2019	
Will you be requesting str	eet banners?	☑ Yes	□ No		
Will you be requesting ligh	nt pole banners?	X Yes	□ No		
Will you be filming or havi	ng television coverage?	⊠ Ye	s 🗆 No		

Entrance or Registration Fee: N/A						
Methods of Registration (please check all	that	apply):				
☑ Website □ Active.com		Mail Other				
	x	Other	Network	will determine regis	stration details	
Prizes (including anticipated cash prizes):						
N/A						
SAFETY/SECURITY/VOLUNTEERS						
Have you hired a security company to har		-	rrangemer	nts for this event?	⊻ Yes	□ No
-If YES, please include the following in	form	nation:				will vary
Company Name: Boschetti Group			Phone: _	310-925-7147	# of Guards:	per day
Guard Schedule:		- 0/0/40				
24 hour security will begin on 9/2/19 thru wra	ap or	1 9/9/19				
Do you plan on utilizing volunteers?		☐ Yes		□ No		
-If YES, please describe:						
			1. (
Please describe your procedures for both				•		
CROWD CONTROL AND SECURITY WILL SECURITY WITH THE CONSULTATION O				BOSCHETTIGRO	DUP, POLICE AND E	:VENI
ATTENDEES WILL BE WRISTBANDED AN				HE EVENT SPAC	E WILL GO THRU M	IEDAL
DETECTORS AND HAVE BAGS CHECKE						
FULL SECURITY DETAIL AND MAPPING	WILI	_ BE SUBM	IIIIED IO	CITY FOR SIGN C	OFF PRIOR TO EVE	NI.
EVENT PROMOTION INFORMATION	-1 -4	55 - ut	· · · · · · · · · · · · · · · · · · ·		haita annial matura	ulsina a sita a
Please describe marketing and promotion radio play, etc.	iai ei	mons for tr	ns event.	include event we	bsite, social netwo	rking sites,
FOX NETWORK WILL BE HANDLING M DATE.	IARK	ETING AN	D PROMO	ΓΙΟΝ. DETAILS W	ILL BE GIVEN CLO	SER TO EVEN

QUIPMENT INFORMATION (ATTACH SITE PLAN)	W-4			The second second
A DIAGRAM OF YOUR SITE PLAN THAT INCLUDES ALL FACILITIES CLOSURES, INGRESS AND EGRESS ROUTES, SHUTTLE ROUTES, FEI ATTACHED TO THE APPL	NCING, A	CCESSIBI		
YOUR APPLICATION WILL NOT BE PROCE				
(PLEASE NOTE: THE COMPLETION OF THE BEACH USAGE MAR				
lease check all the boxes that apply to the equipment that will not size of each (if applicable).	be on s	ite ioi you	ii evei	it and specify the number
☐ Cars 250 crew parking		Porta Po	otties	3) VIP Porta Pottie trailers
Semi-Trucks 6 semi deliveries per day 9/2 - 9/5 / pick ups 9/9		Motor H	omes	Est. 3-8 Talent 2 Room Trailers 38' e
Generator 2 Twin Pack Generators		5	Size:	Host Trailer: 46'
Size/Type: 20' each		Trailer		Video/ Audio Mobile Untis
☐ Vans 4-6 Cargo and 15 Pass Vans			Size:	3) 53' trailers, 1)46' trailer
Size: 15'		Stage		Main: 50' x 40' / Backstage: 40'x40'
Sound Equipment Band Equipment, Speakers				rements:
Enclosed Tents 20x20 Talent tent, 20x30 catering tent. TBD on add'l	l based on	w Canappie	S I russ on cov	with scrim to cover backstage, TBD er formain stage
Other (please attach list with description of each item)				
CCESSIBILITY PLAN				
ease describe your accessibility plan:				
PRODUCTION IS WELL VERSED IN ADA REQUIREMENTS. ADA WILL SIGN O	OFF ON FI	INAL AUDIEN	NCE LAY	OUT CLOSER TO EVENT.
PRODUCTION IS WELL VERSED IN ADA REQUIREMENTS. ADA WILL SIGN (s to furn m of a co nosa Be	ish the Ci ertificate, ach, its of mosa Bea	ty of H includ fficers ach, its	dermosa Beach evidence ing endorsement, agents and employees officers, agents and
PRODUCTION IS WELL VERSED IN ADA REQUIREMENTS. ADA WILL SIGN OF SURANCE Less greater or lesser coverage is requested, applicant agrees \$2 million comprehensive general liability insurance in the form vering the entire period of this permit, naming the City of Hermanditionally insured. Permittee waives claims against the City	s to furn m of a conosa Be y of Herr way con a AND AG DITION AS to the	ish the Ciertificate, ach, its of mosa Beannected was BEFORE best of mose. All fe	ty of Hinclud fficers. ach, its vith the MAINTA SAID U	Hermosa Beach evidence ling endorsement, agents and employees officers, agents and exercise of this permit. AIN PREMISES IN GOOD USE. Wledge. I have read and harges and other material
LESS greater or lesser coverage is requested, applicant agrees 2 million comprehensive general liability insurance in the formation additionally insured. Permittee waives claims against the City ployees, for fees or damages caused, arising out of or in any CONDITION AND RETURN IN THE SAME CONDITION AND RETURN IN THE SAME CONDITION Exercity that the information contained herein is true and corrective to comply with the City of Hermosa Beach Sustainability II be paid and or furnished to the Department of Communities.	s to furn m of a conosa Be y of Hen way con s AND AG DITION AS ct to the Measuranity Res	ish the Ciertificate, ach, its of mosa Beannected was BEFORE best of mose. All fe	ty of Hinclud fficers. ach, its vith the MAINTA SAID U	Hermosa Beach evidence ling endorsement, agents and employees officers, agents and exercise of this permit. AIN PREMISES IN GOOD USE. Wledge. I have read and harges and other material
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PRODUCTION IS WELL VERSED IN ADA REQUIREMENTS. ADA WILL SIGN OF SURANCE less greater or lesser coverage is requested, applicant agrees \$2 million comprehensive general liability insurance in the form vering the entire period of this permit, naming the City of Herm additionally insured. Permittee waives claims against the City ployees, for fees or damages caused, arising out of or in any CONDITION AND RETURN IN THE SAME CONDITION AND RETURN IN THE SAME CONDITION AND RETURN IN THE SAME CONDITION AND RETURN IS THE SAME CONDITION. BOB BAIN PRODUCTIONS TWO	s to furn m of a conosa Be y of Hen way con s AND AG DITION AS ct to the Measuranity Res	ish the Ciertificate, ach, its of mosa Beannected was BEFORE best of mose. All fe	ty of Hinclud fficers. ach, its vith the MAINTA SAID U	Hermosa Beach evidence ling endorsement, agents and employees officers, agents and exercise of this permit. AIN PREMISES IN GOOD USE. Wledge. I have read and harges and other material

IMPACT CHARACTERISTIC WORKSHEET (REQUIRED FOR ALL EVENTS)

Please consider details of your event and use this worksheet to determine its impact level. If you are applying for multiple events, please complete a different page for each if the event details are different.

Event Name: 20

2019 Teen Choice Awards

Event Date(s): September 2 - 9, 2019. Event date: 9/8/19

MEDIUM LARGE NUMBER OF SMALL **EXPECTED PARTICIPANTS** 500-2,000 2,000+ 100-500 Select one characteristic in REOCCURANCE ONCE NEW 3+ each ROW as it relates to **BEFORE EVENT** Years your event(s). Please be sure to mark (i.e. "x", circle, checkmark, LOCATION TREETS/P PARKS PIER etc.) each selection. Failure PLAZA OR OF WAY/STRAND to do so will deem the CH worksheet and application incomplete. TIME OF YEAR WINTER SUMMER SPRING OR FALL DAY(S) OF THE WEEK WEEKDAY WEEKENE HOLIDAY NUMBER OF CONSECUTIVE LESS 2-4 DAYS MORE THAN 2 DAYS THAN 5 DAYS DAYS NUMBER OF EVENTS MORE 3-4 EVENTSIY IN ONE YEAR EVENTS/Y THAN 5 EVENTS/YE AR **ADDITIONAL REQUESTS** NEEDED NONE 2 OR i e filming reserved parking, fencing MORE stage or seating construction, road closures amplified sound etc. **TOTALS** Calculate the total number of each color/column selected. IMPACT LEVEL I **IMPACT LEVEL II IMPACT LEVEL III** At least 2 green At least 5 blue At least 2 red Determine Impact Level by selecting the IMPACT LEVEL (level 3) HIGHEST your event qualifies for.

COMMUNITY BENEFIT

Event Name: 2019 TEEN CHOICE AWARDS

Please provide a brief description of the benefit your event(s) add to the community. The Community Decision-Making Tool may be used as a guide and can be found on the City website at the following link: http://www.hermosabch.org/Modules/ShowDocument.aspx?documentid=5226

9/8/19

Event Date(s):

THIS EVENT WI	LL GIVE HERMOSA	BEACH NATIONAL	HICH WILL AIR LIVE EXPOSURE AND HA D BOOST LOCAL BU	AS ALWAYS HAD A	(PRIMETIME. HUGE APPEAL TO NO
	RELATION				
Please provide the	e following informat	ion to be given out	to the general publ	ic, if requested:	
Name of Event:	2019 TEEN CHO	DICE AWARDS			 :
Name of Organiza	ation: BOB BAIN PR	RODUCTIONS, INC.			
Event Dates and	Times:				
Date	SEPTEM	BER 8, 2019			
Times	2:00P - 8	:00P			
Event Information	can be found onlin	e at: ^{TBD}		,	
			network closer to date	≘)	
Day Phone:			Evening Phone:	-	
				*	
Please provide a l	orief description of y	your event that car	be used on the on ore information spec		Please include
	ENS FAVORITE BA		AND DESIGNED FOR		MUSIC CONCERT ENS CHOSEN STARS

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PRELIMINARY FEE WORKSHEET

Please complete, to the best of your ability, all event-related fees as it pertains to your proposed event, <u>even if you are requesting fee waivers</u>. REMINDER: ONLY VALID NON-PROFIT ENTITIES ARE ELIGIBLE FOR FEE WAIVER CONSIDERATION. A final total of charges will be determined thirty days prior to your event once approval is granted; additional fees may apply when deemed necessary through the approval process. Please use this worksheet as a preliminary guide for planning purposes of city fees. Please note that fees may be updated at any time.

EVENT CATEGORY FEES	PRICE MY EVENT FEES (subject to change)
Category I • <500 people	70/30% of registration fees
Category II	
 Impacts public areas for no longer than one (1) day including set-up & tear-down Is conducted in the off-season (not between Memorial Day and Labor Day or on any holiday) 	
 Participant plus Spectator crowd above 500 but does not exceed 3,000 people. Has no television coverage (except news). A non-profit entity is the beneficiary of the net revenues (100%). 	\$2596 per day
 Does not meet any of the identifying criteria for a Category III or IV event. 	
Category III	
 Impacts public areas for more than one (1) day including set up. 	
 Participant plus Spectator crowd does not exceed 5,000 people. Has no television coverage (except news). 	\$2856 per day $\times 6 = 17,136$
 Has more than \$3,000 and less than \$50,000 in prize money. Does not meet any of the identifying criteria for a Category IV event. 	
Category IV	
Meets Category III Criteria and has one or more of the following:	\$5192 per day

MISCELLANEOUS FEES	PRICE (subject to change)	My Event Fees
Commercial Application Fee - non-refundable	\$816	816
Non-Profit Application Fee - non-refundable	\$544	
Pass-Thru Application Fee - non-refundable	\$272	
Amplified Sound Permit	\$160	160
Street Banner Fees	\$570	570
Event Co-Sponsor	\$273 each	
Event Set-Up/Tear-Down (estimate 2 locations)	\$217 per location, per day	2604
Community Resources Staff (Required Cat. II-IV)	\$326 per day	1956
Paramedic	\$131 per hour	1104
Fire Inspection	\$157 per hour est	6594
Police	\$112 per hour est	60000
Parking Meter Space Fee	\$30 per space, per day es	st 25000

Charges admission to spectator Gross revenues in

excess of \$50,000.

Preliminary TOTAL

98,804 + 17,136 \$115,940

GREEN MATRIX (Environmental Protection Plan) (Required for all event applications)

Events in Hermosa Beach are expected to implement measures to reduce impacts and costs to the environment, the city, and the community. Specify how you will comply with applicable measures (or mark not applicable). If you have a multi-year contract for your event, please show how you will increase compliance in subsequent years.

Event Name:	2019 TEEN CHOICE AWARDS	Expected Attendance: 5000
_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2019 I LEN CHOICE AWARDS	

MEASURE	CHECK IF APPLICABLE	HOW WILL YOU COMPLY? (use additional sheets if needed)
Recycling and Waste Reduction		
1. Reduce waste and single-use items		
 Limit single-use paper, plastics, packaging, and décor items 	₹	
 Reduce size/bulk of plates, containers, cups 		
 Use products with high recycled content 		
 Avoid sale or give-away of single-use plastic drinking water bottles. *A mobile water cart ('Mother-Lode Wide') is available for use and reusable water bottles are encouraged 	7	
 Provide free drinking water in large dispensers (people can refill their own bottles, or use paper cups) *Large drink dispensers are available for use and reusable water bottles are encouraged 	₹	
 At 'beer or drink gardens' use recycled or compostable cups (provide dump station for liquids) 		
 Recycle fry-grease for bio-diesel fuels 		
 Limit and reduce size of handouts, flyers and give-aways (print several per page, double-side, do not use dark color inks) 		
2. Recycling containers:		
 Place well-marked recycle containers adjacent to every trash container 	¬	
 Provide onsite 'monitors' directing people to recycling at prime locations, or provide secondary trash sorters. 		
 Scavenging is prohibited from waste containers. Prevent and report scavenging 		= = = = = = = = = = = = = = = = = = = =
3. Staging		
 Recycle or reuse event construction materials 		
 Use 'no emission/no VOC' paints/sealants 		

3. Transportation		
 No-idling policy for all vehicles 		
Sponsor free shuttle or low cost bus passes		
 Use electric, hydrogen, hybrid or CNG vehicles 		
4. Energy		
Use energy-efficient lighting		
 Turn lighting and devices off when not in use 	7	
 Turn off generators when not in use for significant period of time 	×	
 Using alternative energy (solar, wind, fuel cell) to supply some power 		
 Use alternative fuel generators (CNG, fuel cell, biodiesel) (biodiesel- minimum B20 (20% blend); B99 is preferred) 		
5. Marine environment		
 NO single-use plastic bags starting October 1, 2016. 		
 including take-out cups or containers. 		
 No hosing of surfaces. Consult Public Works regarding clean-up procedures for large events 		
 Full containment of all wastes 		
 Full containment of all six-pack plastic rings. Cut rings prior to disposal. 		
If Beach and street cleaning required consult Public Works regarding clean-up procedures	\overline{x}	
6. Education		
Event and vendors to make reducing waste and recycling a prominent theme		
 Provide one booth, kiosk or space for green education sponsored by city or designee 		
 Advertise green measures and rules in all event advertising and on website 		
 Demonstrate that vendors and service providers will comply with green measures 		
7. Monitoring		
Report on compliance with above applicable measures		



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

March 25, 2019

Mr. Bob Bain, President Bob Bain Productions 707 N. Douglas Street El Segundo, CA 90245

Via Email: Bobbainproductions@gmail.com

Dear Mr. Bain,

Thank you so very much for pitching Hermosa Beach as the site of the 2019 Teen Choice Awards to your team. Your application has been approved as submitted for a show date of Sunday, August 11, 2019, with corresponding setup and strike days to include August 5 through August 12 on the beach just south of the Hermosa Beach Pier. We are thrilled to be the host city and are excited about an event that promises to bring excited teenagers to our beautiful coast. With so many ways our sweet teens have disengaged from the public space, I cannot tell you how meaningful it is to us to reintroduce them to an asset that is inherently theirs – the beach.

In addition, this letter will confirm that all required approvals from the City of Hermosa Beach have been obtained. We understand that a more formal location agreement will be prepared and executed by both parties prior to the event.

Please know that our Community Resources Department along with the rest of our team are available to assist you in bringing this event to fruition in our lovely City.

Very Truly Yours,

Suja Lowenthal City Manager

I. Permit

CITY OF HERMOSA BEACH ("City") hereby grants approval to Bob Bain Productions, Inc. ("EVENT PLANNER") for use of Pier Plaza, the beach south of the Pier, and nearby locations as mutually agreed upon (the "SITE") as the location for the 2019 Teen Choice Awards (the "Show"), which shall be taped live from the SITE on August 11, 2019, and is intended for initial exhibition on Fox Broadcasting Company, LLC ("FOX"), and a related pre-show music festival and dance party to be held on the Property on the day of the Show, utilizing the same stage as the Show (the "Festival") (the Show, the Festival, any pre-Show and post-Show parties and events and any related programming are collectively referred to herein as the "EVENT").

The permission granted herein for conduct of the EVENT on the SITE, shall commence from 6:00am on Monday, August 5 and terminate at 8:00pm on Monday, August 12, 2019, including set up and tear down.

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. <u>Event Planner's Obligations (checked boxes denote applicable obligations)</u>
 - 1. Not more than 60 days and not less than 30 days in advance of the EVENT, EVENT PLANNER shall:
 - a) <u>Damage deposit</u>: Post a wire transfer (subject to an additional charge not to exceed \$30), ACH, bond, cashier's check or letter of credit, in the amount of \$10,000 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) <u>Insurance</u>: 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) <u>Event fees</u>: 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.). The City acknowledges that this is deemed satisfied, provided that any structures erected on the SITE shall be subject to approval by the City's Building Department as and when applicable.
- 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. The notice shall be in writing and shall include the date and time of the EVENT; closure information for road, Pier, Strand or other public areas including date(s) and time(s); shuttle and parking information; 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 during set-up or tear-down that utilizes heavy equipment;
- b) Provide adequate portable restroom facilities; required number of wash basins; and required number of ADA accessible restroom facilities for the EVENT as mutually agreed upon by the City and EVENT PLANNER;

	c)	Provide adequate first aid facilities a	and staff;
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□ d) Secure its own telephones and telephone lines for the EVENT;

- e) Install a protective barrier around the perimeter of the EVENT on a date and time as mutually agreed upon by the City and EVENT PLANNER. 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 a reasonable number of 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 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 all mutually approved 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;
- I) DO NOT EXTEND PAST NOBLE PARK WITH ANY EVENT RELATED EQUIPMENT, SUPPLIES, OR SET UP.
- m) Provide adequate trash container(s) and scheduled pick-up(s) as mutually agreed upon by the City and EVENT PLANNER utilizing the City's preferred refuse vendor.
- 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. Please see Attachment A for additional event details.

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 at a time mutually agreed upon by the City and EVENT PLANNER, 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 on the date(s) and time(s) mutually agreed upon by the City and EVENT PLANNER.
- ☑ 3. Approve text of notices as required by Section II. f. above.
- \square 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.

- ☐ 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 as a result of the EVENT that was not reasonably visible during the walk-through. Walk thru shall be held at a time mutually agreed upon by the City and EVENT PLANNER.

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 Bob Bain Productions, Inc. c/o Hutson Company, Inc. 2211 Corinth Avenue, #300 Los Angeles, CA 90064 Attn: Adam Hutson

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 reasonable outside 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 to the extent such loss or damage was caused by the 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. <u>Authority</u>

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 the foregoing conditions must remain satisfied at all times during the EVENT for this Permit to remain valid.

EVENT PLANNER further acknowledges that in the event that the EVENT is causing a violation of State law or upon a reasonable determination that the EVENT has become a threat to public safety and such violation or threat cannot be timely cured by EVENT PLANNER with the reasonable assistance of City, the highest ranking City police officer or fire personnel on duty at the time of such reasonable determination shall be empowered to bring the EVENT to an orderly conclusion as required to cure the violation or threat.

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 except in accordance with the Location Agreement entered into as of May 2, 2019 by and between the parties hereto.

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 except in accordance with the Location Agreement entered into as of May 2, 2019 by and between the parties hereto.

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	Celly Orta	
Date0	5/23/2019	
Address: 710 Pier Ave	enue, Hermosa Beach, CA 90254	
Telephone No. 310.31	8.0280	
Applicant:		
Signature		
	vent Planner Representative	
Print Name ———		
Address:		
Telephone No		

ATTACHMENT A

2019 Teen Choice Awards (Live on FOX) August 5 - 12, 2019 | Beach south of the Pier

Additional event details and policies include:

- All cables on hard surfaces shall be covered with cable covers or other dedicated equipment to prevent trip hazards. The utilization of tape for this purpose is not permitted.
- All cables on the sand shall be buried to prevent trip hazards.
- Overnight security (provided by EVENT PLANNER) will be present each day equipment of any kind is left on site and throughout the total days of the permit.
- All event equipment must be at least 10 feet away from the easternmost portion of the Strand wall/walkway.
- Flaggers (wearing orange vests) are required to surround any moving vehicle on the Strand and Pier Plaza at all times while these areas remain open to the public. Flaggers shall temporarily stop pedestrian traffic to allow vehicle(s) to safely traverse.
- Generators on the sand must be placed in a catch pan with a lip around the entire
 perimeter to catch any spills. Refueling of the generators is not permitted on the beach at
 any time.

The following non-exclusive list of event details will be determined and mutually agreed upon between the City and EVENT PLANNER:

- Site plan for all areas being used as part of the EVENT that includes placement of all EVENT-related equipment.
- Closures of road(s), Pier, Strand and other public areas including applicable traffic control plans.
- Safety and security plans.
- EVENT-related vehicle parking plan, use of City-parking lots, and shuttle service for attendees.
- Itemized schedule of the delivery; building; unloading; loading and removal of all EVENTrelated equipment and structures schedule including an itemized schedule of associated activities.
- Vehicle route(s) for EVENT-related activities pertaining to loading and unloading of equipment and talent drop off and pickup.