AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND THE HOMETOWN FAIR ASSOCIATION~~, INC.~~

The agreement is made on the ~~3rd~~ 1st day of August,~~September,~~ 2023, by and between the CITY OF MANHATTAN BEACH ("CITY"), a municipal corporation organized under the laws of the State of California with its principal offices at 1400 Highland Avenue, Manhattan Beach, California 90266, and the MANHATTAN BEACH HOMETOWN FAIR ASSOCIATION~~, INC.~~ ("HTF"), a non-profit California c~~C~~orporation, Post Office Box 3068, Manhattan Beach, California 90266.

RECITALS

A. HTF is the organizer and promoter of the Hometown Fair (the "Event") held annually in October in the City of Manhattan Beach and conducted on City property. The Event is further described in the ~~in the attached Special Event Application~~Permit Snapshot for the 2023 event, attached hereto as Exhibit A;

B. CITY has determined that its support for the Event will result in favorable public response;

C. CITY support will provide for greater safety for all Event participants and the general public; and

D. CITY wishes to allow the Event to be conducted on City property under the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. THE EVENT.

A. Beginning in 2023 and each year thereafter, HTF shall submit a Special Event Application to CITY at least 90 days prior to that year's Event, indicating the dates of that year's Event and other information required by CITY. Historically, HTF conducts the Event at Live Oak Park, Joslyn Center, Dorsey Field, Veterans Parkway and Valley Drive from 15 Street to Blanche Road in Manhattan Beach, California, during the first full weekend in October.

B. The Event activities will begin at 10:00 a.m. on Saturday and conclude at 6:00 p.m. on Sunday during the Event weekend.

C. Clean-up activity shall cease on Sunday by 10:00 p.m. and resume on Monday at 7:30 a.m., as needed.

2. CITY RESPONSIBILITIES.
~~2.~~
CITY shall:

A. Coordinate City services and functions with the HTF City Services Coordinator appointed by the HTF Board of Directors.

B. Appoint a City representative to be the liaison to the HTF Board of Directors.

C. Waive 100 percent of the CITY's permit and application fees and fees for City services, labor and materials through December 31, 2025~~.~~, except that HTF shall be responsible for ~~_____~~$10,000 in annual public safety expenses for the period ending December 31, 2023, with the amount of HTF's annual payment increasing by three percent for each subsequent calendar year. ~~Third party expenses will be limited to $XXK per event and are the responsibility of the Hometown Fair Association.~~

D. Provide electrical and water service.

E. Provide ~~two~~ three qualified Public Works Department staff members ~~capable of dealing with~~to coordinate general maintenance matters, ~~trash service,~~ water service and electrical service, except with respect to private electrical booths, for the following hours: ~~Friday~~ Thursday through Sunday ~~2:00~~8:00 ~~a~~p.m. to ~~8~~5:00 p.m.

~~E. .; Saturday 8:00 a.m. to 5:00 p.m.; and Sunday 8:00 a.m. to 2:00 p.m. Need to work with Public Works~~

F. Provide use of ~~Manhattan Beach~~Veterans Parkway parking lot~~s #7 and~~ #8 adjacent to Manhattan Beach Boulevard, the parking lot between Joslyn Community Center and the Post Office, and the upper Civic Center ~~city hal~~ parking lot on ~~151h~~ 15th Street.

G. Make available for exclusive use, the following CITY building and parks facilities during the times approved by CITY's Director of Parks and Recreation for the conduct of the Fair as described in Section 1A.

~~G.~~

1) Joslyn Center: all rooms and areas on Saturday and Sunday, and Joslyn Center Auditorium, Sunrise Room and Sunset Room from Thursday through Monday.

~~1)~~

2) Scout House, ~~Rec Hall and Manhattan Beach~~Veterans Parkway, and the furniture and equipment in the area of Live Oak Park, tennis and basketball courts from Thursday through Monday.

~~2)~~

3) Live Oak and Dorsey Fields from ~~times and dates~~Wednesday 8:00 a.m. to Monday 6:00 p.m.

~~3)~~

Use of such facilities is subject to approval and direction of the Director of Parks and Recreation. HTF shall be responsible for returning all furniture and

equipment to original locations in the same or comparable condition as before the Event.

H. CITY shall not be responsible for any costs or expenses not listed in this ~~section~~ Section 2, including those incurred by HTF, unless otherwise authorized in writing by the City Manager.

I. CITY will close Valley Drive and associated property between 15th Street and Blanche Road ~~& Pacific Avenue~~ to allow HTF to use such property as part of the Event's fairgrounds from 9:00 a.m. on Friday through 10:00 p.m. on Sunday. Such hours may be amended if approved in writing by the City Manager.

J. CITY will close 15th Street between Valley Drive and Highland Avenue on Saturday from ~~7~~ 6:45 a.m. to 6 p.m. and on Sunday from 10:00 a.m. to 6:00 p.m. for safety purposes only. Such hours may be amended ~~if approved in writing by the City Manager~~at the City's sole discretion. No ~~events are to be placed~~activities shall occur in the area except for the display of antique cars to be located in front of the post office or mobile medical screening vehicles.

~~J.~~K. CITY will provide HTF planning meeting room space in Joslyn Center, limited to two meetings per month.

3. HTF RESPONSIBILITIES.
~~3.~~
HTF shall:

A. Arrange, conduct and administer the Event for the citizens of Manhattan Beach.

B. Designate one individual to serve as City Services Coordinator to interface with the CITY's designated liaison and support staff.

C. Provide sole responsibility for the operation and maintenance of ~~private~~ electrical service within private booths.

4. INSURANCE~~E~~.

HTF shall not commence activities under this Agreement until it has obtained CITY's prior approval of all required insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, HTF must have and maintain in place all of the insurance coverages. HTF's insurance shall comply with all items specified by this Agreement. All commercially operated rides and activities shall be subject to all of the insurance requirements and HTF shall be responsible to obtain

evidence of insurance from each operator of same and provide it to CITY before the ride or activity commences. HTF shall maintain the types of coverages and limits indicated below:

A.

1) COMMERCIAL GENERAL LIABILITY INSURANCE with a minimum limit of $1,000,000.00 per occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury. The policy aggregate limit shall be twice the per occurrence limit, or apply on a per project or location basis.

2) LIQUOR LIABILITY INSURANCE with minimum limits of $1,000,000.00 per occurrence.

3) COMMERCIAL AUTO LIABILITY INSURANCE covering any auto used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If HTF has no owned vehicles, HTF shall obtain hired and non-owned auto coverage in accordance with the auto limits stated herein.

4) WORKERS' COMPENSATION INSURANCE as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If HTF has no employees while performing Services under this Agreement, workers' compensation policy is not required, but HTF shall execute a declaration that it has no employees.

B. Acceptability of Insurers. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming CITY and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to CITY. Any insurance or self-insurance maintained by CITY, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of

HTF's insurance and shall not contribute with it.

E. Waiver of Subrogation. The insurance policies required under this Section shall not prohibit HTF and HTF's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. HTF hereby waives all rights of subrogation against CITY.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, HTF shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or HTF shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. HTF shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to CITY. If any insurance policy required under this Section is canceled or reduced in coverage or limits, HTF shall, within two Business Days of notice from the insurer, phone, fax or notify CITY via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. CITY Remedy for Noncompliance. If HTF does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of HTF's policies do not comply with the requirements under this Section, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may, but has no duty to, take out the necessary insurance and pay, at HTF's expense, the premium thereon. HTF shall promptly reimburse CITY for any premium paid by CITY or CITY may withhold amounts sufficient to pay the premiums from payments due to HTF.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, HTF shall furnish CITY's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to CITY's approval. HTF may provide complete, certified copies of all required insurance policies to CITY. HTF shall maintain current endorsements on file with CITY's Risk Manager. HTF shall provide proof to CITY's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. HTF shall furnish such proof at least

two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by HTF shall not be construed as a limitation of HTF's liability or as full performance of HTF's duty to indemnify CITY under Section 5 of this Agreement.

K. Broader Coverage/Higher Limits. If HTF maintains broader coverage and/or higher limits than the minimums required above, CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by HTF. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

L. Subcontractor Insurance Requirements. HTF shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

~~. HTF shall not commence activities under this Agreement until it has obtained CITY's prior approval of all required insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, HTF must have and maintain in place all of the insurance coverages. HTPs insurance shall comply with all items specified by this Agreement. All commercially operated rides and activities shall be subject to all of the insurance requirements and HTF shall be responsible to obtain evidence of insurance from each operator of same and provide it to CITY before the ride or activity commences.~~

~~. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.~~

~~C. HTF shall maintain the types of coverages and limits indicated below:~~

~~(0) COMMERCIAL GENERAL LIABILITY INSURANCE-a policy for occurrence coverage, including all coverages provided by Insurance Services Office Fonn CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than two million dollars ($2,000,000) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide CITY with 30 days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such~~

~~an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. HTF shall provide CITY with an executed endorsement form acceptable to CITY.~~

~~(0) Additionally, HTF shall provide to CITY evidence of a separate Liquor Liability insurance policy with minimum limits of $1,000,000 per occurrence for each of the following: (i) the beer garden area and (ii) the wine garden area.~~

~~(0) HTF shall provide to CITY evidence of COMMERCIAL AUTO LIABILITY INSURANCE- a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto} with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars ($1,000,000) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide CITY with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. HTF shall provide CITY with an executed endorsement form acceptable to CITY.~~

~~D. All Certificates and Endorsement forms are due to the Risk Manager at least 30 days prior to the Event, except for third party vendors, whose forms are due 7 days prior to the Event.~~

~~E. The procuring of such required policies of insurance shall not be construed to limit HTF's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. If HTF does not deposit copies of acceptable insurance policies with CITY incorporating such changes within 10 days of receipt of such notice, HTF shall be deemed in default hereunder.~~

~~F. Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:~~

~~(0) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by HTF); or~~

~~(0) HTF shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.~~

~~G. HTF shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a~~

~~person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than 15 days prior to the expiration date of any policy of insurance required by this Agreement, HTF shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to CITY.~~

~~H. Upon the recommendation of the CITY's Risk Manager, CITY may increase the insurance limits required by this Section 4 and HTF shall obtain insurance in the amount required by CITY.~~

5. INDEMNIFICATION.

~~24.~~

A. HTF shall defend, indemnify, and hold CITY, and its elected officials, officers, agents and employees free and harmless from all claims for damage to persons or property by reason of the acts, omissions or negligence of the HTF, HTF's employees, agents, volunteers, guests, or invitees in connection with this Agreement, except for such loss, damage, liability and claims arising due to the sole negligence or ~~wilttul~~ willful misconduct of CITY, as determined by court decision or by the agreement of the parties. HTF shall defend CITY, with counsel of CITY's choice, at HTF's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against CITY. HTF shall reimburse CITY for any and all legal expenses and costs incurred by CITY in connection therewith or in enforcing the indemnity herein provided. In the event that HTF insurance proceeds are used to settle any claim, such settlement shall be subject to HTF's consent, which shall not be unreasonably withheld. HTF's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by HTF or CITY. Duties of HTF under this Section shall survive termination of this Agreement.

B. CITY shall defend, indemnify, and hold HTF, and its officials, officers, agents and employees free and harmless from all claims for damage to persons or property by reason of the acts, omissions or negligence of the CITY, CITY's employees, agents, or volunteers in connection with this Agreement, except for such loss, damage, liability and claims arising due to the sole negligence or willful misconduct of HTF, as determined by final arbitration or court decision or by the agreement of the parties. CITY shall defend HTF, with counsel of HTF's choice, at CITY's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against HTF. In the event that CITY insurance proceeds are used to settle any claim, such settlement shall be subject to CITY's consent, which shall not be unreasonably withheld. CITY shall reimburse ITTF for any and all legal expenses and costs incurred by HTF in connection therewith or in enforcing the indemnity herein provided. All duties of CITY under this Section shall survive termination of this Agreement.

C. The CITY hereby releases, waives, discharges and agrees not to sue any individual member of the ~~Hometown Fair~~HTF Board of Directors (in his/her official and personal capacity) from any liability, claims, costs, expenses, attorneys' fees, demands, actions and causes of action whatsoever arising out of or related to any damage, or injury including death, that may result from this Agreement and the events held hereunder, except for such loss, damage, liability and claims arising due to the sole negligence or willful misconduct of such individual, as determined by court decision or by the agreement of the parties.

~~25.~~6. BEER AND WINE GARDENS.

The Beer and Wine gardens shall be contained in separate facilities within Event space.

A. HTF shall obtain, or ensure obtainment by beer garden and wine garden permittees, a license for consumption of beer and wine from the Alcoholic Beverage Control Board ("ABC").

~~A.~~

B. HTF shall enclose the beer garden with a double fence with a 3' foot separation between each fence. Fencing must be approved by CITY's Fire Department Special Event Coordinator.

~~B.~~

C. Sale and dispensing of beer and wine to be limited to Saturday and Sunday, for adults only (21 years old), and strictly enforced as follows:

~~B.~~

1) Beer and wine ticket sales in the beer garden to start at 10:00 a.m. on Saturday and Sunday. Beer and wine ticket sales ~~in the beer garden~~ to cease at 5:00 p.m. on Saturday and Sunday. Dispensing of beer and wine to cease at 5:30 p.m. on Saturday and Sunday. The beer and wine gardens will be closed at 6:00 p.m. on Saturday and Sunday.

~~2) Wine ticket sales in the wine garden to start at 11:00 a.m. on Saturday and Sunday. Wine ticket sales in the wine garden shall cease at 5:00 p.m. on Saturday and Sunday. Dispensing of wine shall cease at 5:30 p.m. on Saturday and Sunday. The wine garden will be closed at 6:00 p.m. on Saturday and Sunday.~~

~~3)~~2) HTF to provide at least four (4) volunteers to adequately monitor each of the entrances and exits of the beer and wine gardens to prevent minors from entering; to prevent beer and wine from being taken from the beer and wine gardens; and to control the maximum occupant capacity of the gardens as set by the Fire Marshal. Manhattan Beach Police Department to consult on security requirements.

~~4)~~3) All alcohol to be possessed and consumed only within the confines of the individual beer and wine gardens.

~~5)~~4) Adequate uniformed private security shall be hired by ~~the Police~~

~~Department, at the joint expense of the Hometown Fair Association,~~HTF to provide security during nighttime hours of closure.

D. HTF shall comply with the following conditions as to the operation of the beer and wine gardens:

1) ___The wine garden shall be limited to the Live Oak basketball courts. HTF shall submit a detailed site plan to the building department in order to establish an occupancy load for the wine garden area. The beer garden shall be limited to the Northeast corner of Dorsey Field. HTF and CITY will review these locations periodically to determine if any location change is required.

2) ___~~Security staff members~~Safety volunteers shall use a hand-held counting device to assist with limiting the number of patrons inside the beer and wine gardens.

3) ___The on-duty beer and wine garden coordinators, all beer and wine garden volunteers and all security staff members will wear an approved t-shirt or apron to assist with identification.

4) ___A two-day temporary ABC license must be obtained at least five days prior to the Event; a copy of this license must be posted In the immediate area of wine dispensing.

5) ___Identification will be checked prior to a patron entering the beer and wine gardens; no one under 21 will be allowed inside the ~~wine~~ gardens; no sales to minors will be allowed.

6) ___No removal of open alcohol will be permitted from the beer or wine gardens.

7) ___No tickets will be sold or alcohol served to an intoxicated person.

8) ___No alcoholic beverage will be allowed to be brought into the beer or wine gardens.
~~8)~~
9) ___No more than two full glasses should be served to a patron at one time.
~~9)~~
~~0) No more than five tickets should be sold to a patron at one time.~~

~~8.~~7. ___ADDITIONAL CONDITIONS OF ~~-~~EVENT OPERATION.

As additional conditions hereunder, HTF shall:

A. Obtain permits, as required, from CITY and other agencies, including the

Los Angeles County Health Department, for use of the property.

B. Use its best efforts to allocate space to Manhattan Beach residents and/or Manhattan Beach businesses and/or non-profit organizations on a first-priority basis. With the exception of booths for businesses that are known to operate year round, business license fees will be waived. Inform and distribute to exhibitors State Board of Equalization requirements for temporary sales locations.

~~B.~~

C. Ensure that no event shall be presented that shall allow or require the participants to disrobe or appear partially clothed.

~~C.~~

D. Request specific CITY labor through the City Manager's ~~office~~ designee during normal working hours. In the event that a City Council approved fee waiver is not in place, a~~A~~ll work performed specifically for the HTF shall be considered a reimbursable cost to be paid to CITY. All requests for CITY labor shall be requested no less than 45 days in advance of the ~~the~~ EVENT. ~~, as indicated in 3.C, above.~~

E. Send requests to borrow CITY equipment to the City Manager's designee, who will coordinate availability.

~~E.~~

F. Send requests for Police and Fire support to the City Manager's designee, who will coordinate supportive forces with the respective Chiefs. Police escort to the bank with beer and wine garden revenues will be at the Police Department's convenience and accordingly, requests should be made sufficiently ahead of the time desired. The Fire Department shall inspect all booths for fire hazards.

G. Submit requests for hanging street banners to the Parks and Recreation Department with appropriate fees. Two banners are included in the approved fee waiver. ~~The Hometown Fair~~HTF is responsible for costs to hang additional street banners. All insurance requirements shall be met.

~~G.~~

H. Submit requests to hang banners at the EVENT site to Public Works.

~~H.~~

I. Obtain prior Risk Manager approval for all mechanical rides to be included in the Event.

~~I.~~

J. Be responsible for cleaning sites utilized and restoring them (both grounds and buildings) to their original condition.

K. File a financial statement with the City Council, as requested.

~~K.~~

L. Provide the Parks and Recreation Department, Police Department, and the Risk Manager, at least 5 days prior to the Event, with a list

specifying each booth and activity planned for the Event and its planned location so that any problems may be identified and provisions made to eliminate or prevent them.

~~L.~~

M. Provide the Parks and Recreation, Police, and Fire Departments and the Risk Manager, at least 5 days prior to the Event, with a map or diagram of the fairgrounds showing locations of all booths, fair activities and a time schedule for all events, entertainment, etc.

~~M.~~

N. Provide the Parks and Recreation, Police, Finance, and Fire Departments and the Risk Manager, at least 5 days prior to the Event, with a list of all booths, their locations and the names of the organization or person operating each booth.

~~N.~~

O. Ensure that all facilities ~~if~~ used are ~~the Scout House will be~~ thoroughly cleaned and left in the same condition as found prior to the EVENT. Any necessary repairs must be made during the week immediately following the Event (including stripping, waxing and polishing of all floors).

~~O.~~

P. Ensure that all food booths adhere to Fire Department guidelines, including successful completion of a Fire Department Life Safety Inspection. ~~HTF shall be responsible for the cost of inspection.~~ Fire Department to provide current guidelines annually.

Q. Allow sales of City logo merchandise and Pumpkin Race kits in the City booth.

~~P.~~

8. DEPOSIT FOR CITY CHARGES.

~~9.~~

A. All amounts due to the CITY ~~for charges~~ will be due and payable within 30 days of invoicing by the CITY Finance Department.

~~B.~~ A 5% charge will be assessed for all late payments after 30 days.

B.

9. TERM AND TERMINATION.

~~10.~~

The term of this agreement shall be for 10 years from the date of execution. Each party may terminate this Agreement, with or without cause, upon 90 days' written notice to the other party.

10. NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE CITY.

No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

11. NON-DISCRIMINATION.

HTF covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, ~~or~~ ancestry, or any other status protected under state or federal law, in any activity pursuant to this Agreement.

12. INDEPENDENT CONTRACTOR.

It is agreed that HTF shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.

13. COMPLIANCE WITH LAW.

HTF shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

14. MODIFICATION.

This Agreement may be modified, at any time, only by a written agreement executed by CITY and HTF.

15. CALIFORNIA LAW.

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be tiled in the Los Angeles County Superior Court.

16. INTERPRETATION.

This Agreement shall be interpreted as though prepared by both parties.

17. PRESERVATION OF AGREEMENT.

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

18. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and

any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding.

19. ATTORNEYS' FEES.

If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

20. EXHIBITS; PRECEDENCE.

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

~~The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.~~

[*SIGNATURE PAGE FOLLOWS*]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City of Manhattan Beach,
a California municipal corporation

By: _____
Name: Bruce Moe
Title: City Manager

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

~~Consultant:~~

~~[Consultant's Legal Name~~Manhattan Beach Hometown Fair Association~~]~~,
a ~~[Legal Form of Entity]~~~~non-profit~~ California non-profit c~~C~~orporation

By: _____
Name: Dana Taylor-Old
Title: President

By: _____
Name: Jeanna Harkenrider
Title: Treasurer

By: _____
Name: Karen Tokashiki
Title: Secretary~~**PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED**~~

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Mark Leyman
Title: Parks & Recreation Director

EXHIBIT A

SPECIAL EVENT ~~APPLICATION~~SNAPSHOT

PERMIT SNAPSHOT REPORT SPEV-23-00046
FOR CITY OF MANHATTAN BEACH

Permit Type:	Special Event Permit	**Project:**		**App Date:**	03/09/2023
Work Class:	PUBLIC PROPERTY	**District:**	City of Manhattan Beach	**Exp Date:**	03/08/2024
Status:	In Review	**Square Feet:**	0.00	**Completed:**	NOT COMPLETED
Valuation:	$0.00	**Assigned To:**	Robb, Linda	**Approval Expire Date:**	
Description:	51st Annual Manhattan Beach Hometown Fair				

Parcel:	4178025900 Main	**Address:**	1901-U N Valley Dr Manhattan Beach, CA 90266 Main	**Zone:**	PARKS / OPEN SPACE(PARKS / OPEN
					PUBLIC FACILITIES(PUBLIC FACILITIES
					PS(PS)
					COASTAL ZONE(COASTAL ZONE)
					OS(OS)
					C(Area C)
					3(District 3)

Day of Event Contact	Event Organizer	Applicant
Dana Old 1601 Valley	Dana Old 1601 Valley	Dana Old 1601 Valley
Business: (310) 874-3102	Business: (310) 874-3102	Business: (310) 874-3102

Permit Custom Fields

1. Cars	parade, display of woodies, loading, unloading	10. Dance Floors	south stage, main stage	11. Alcohol Sales and Consumption Areas	Beer garden, wine garden
12. Generators	TBD with Public Works	13. Sound Equipment	main stage, south stage, joslyn, parade area	14. Lighting	lights turned on above fields and bball/tennis courts
15. Signs	city hangs vinyl signs	16. Portable Restrooms	throughout fairgrounds	17. Cooking Equipment	food booths on both live oak and dorsey
18. Livestock	petting zoo, pony rides all in Kid Country on greenbelt	19. Other Equipment Type		2. Semi-Trucks	rental trucks with equipment, budweiser truck for beer garden
3. Vans	ice truck, loading/unloading vans	4. Motor Homes		5. Trailers	budweiser trailer, food booth trailer on basketball court
6. Enclosed Tents		7. Canopies	beer garden, wine garden, kid country, arts and crafts, food booths, game booths	8. Stages	main stage, south stage, joslyn center
9. Live Music	main stage, south stage, wine garden	Affirm	Yes	Alcoholic Beverages?	Yes
Amplified Sound?	Yes	Any Fenced Areas?	Yes	Any Public Facilities?	Yes
Any Stages, Structures, Tents, Canopies?	Yes	Assembly Area/Event Start		Crowd Control	CITY
Disbanding Area/Event End		Event Break Down Date	10/9/2023	Event Break Down Time	8:00AM
Event End Time	6:00PM	Event Location	Live Oak, Dorsey, Valley, Joslyn	Event Name	Manhattan Beach Hometown Fair
Event Route		Event Set-Up Date	10/4/2023	Event Set-Up Time	9:00AM
Event Start Time	6:00AM	Event Type	Repeat Event (No major changes)	Event Website for Public Relations	mbfair.org
Filming or Television Coverage?	Minor	If Yes, Provide I.D. or Tax Exempt #		Is This a Fundraiser Event?	Yes
Is this a Non-Profit Organization?	Yes	No. of Participants	LARGE 1,000 + PARTICIPANTS	No. of Security Guards	
No. of Spectators	80000	No. Spaces/Dates – Organizer		No. Spaces/Dates - Other	

PERMIT SNAPSHOT REPORT (SPEV-23-00046)

No. Spaces/Dates – Participants		Organization Address		Organization Name	Manhattan Beach Hometown Fair Association
Please Provide Post Event Clean-Up Plan	Environmental Services Dept, Choura and other vendors will be on-hand both Sunday evening and Monday AM to ensure timely clean-up. We will ensure close partnership with MB Public Works as well.	Provide Event Marketing/Promotion Info	Website, Social Media, MBUSD, City channels	Public Relations Contact Email	danataylorold@gmail.com
Public Relations Contact Name	Dana Old	Public Relations Contact Phone No.	3108743102	Registration or Entrance Fee	0.00
Requested Event Date (1st Choice):	Oct 7 2023 12:00AM	Requested Event Date (2nd Choice):	Oct 8 2023 12:00AM	Requesting Street Banners?	Yes
Reserved Parking Spaces Needed	Yes	Security Company Name	CSC, Determined via MBPD	Security Company Phone No.	MBPD to provide
Social Media Channels	@mbhometownfair	Sound Company Name		Sound Company Number	
Special Event	CONCERT, FUNDRAISER, PARADE, STREET FAIR/FESTIVAL	Special Event - Other		Sponsors	
Street Closure Information	N Valley Drive (between blanche and 15th)	Total Expected Attendance	80000	Vendors Selling Merchandise?	Yes
Volunteers?	Yes				

Attachment File Name	Added On	Added By	Attachment Group	Notes
Hometown Fair Map 2022 - Rev 9-12-22.pdf	03/09/2023 13:52	Old, Dana		Site Plan

Submittal Name	Status	Received Date	Due Date	Complete Date	Resubmit	Completed
Special Event Review (All Tiers) v.1	In Review	07/20/2023	08/09/2023		No	No

Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Building Review-Special Event	Building	Heise, Ryan	In Review	07/20/2023	08/09/2023	
Fire Review	Fire	Contreras, Susana	In Review	07/20/2023	08/09/2023	
Parks & Recreation	Parks & Recreation	Leyman, Mark	In Review	07/20/2023	08/09/2023	
Police Review	Police	Sabosky, Matt	In Review	07/20/2023	08/09/2023	
Public Works Review-Special Event	Public Works	Roberts, Sean	In Review	07/20/2023	08/09/2023	
Risk Management	Risk Management	Morales, Briza	In Review	07/20/2023	08/09/2023	
Traffic Review	Traffic	Zandvliet, Erik	In Review	07/20/2023	08/09/2023	

Workflow Step / Action Name	Action Type	Start Date	End Date
Review v.1		07/20/2023 18:40	
Confirm Application Valid v.1	Generic Action		07/20/2023 18:41
Special Event Review (All Tiers) v.1	Receive Submittal	07/20/2023 0:00	

Assess Fees v.1	Generic Action
Issue Permit v.1	
Issue Permit v.1	Create Report
Inspections v.1	
Building Site v.1	Inspection
Final Fire v.1	Inspection
After Event Review v.1	
Assess Fees v.1	Generic Action