



CONTRACT APPROVAL ROUTING SLIP

Department: Parks and Recreation City Staff: Linda Robb

Vendor/Company Information:

Contract with: Hometown Fair Association

Name of Signer: Dana Taylor-Old Email: danataylorold@gmail.com

Name of Signer: Jeanna Harkenrider Email: jeannaharkenrider@gmail.com

Name of Signer: Karen Tokashiki Email: ktmbhtf@gmail.com

Contract Details:

Dollar Amount: N/A

Contract Budgeted: Yes No Line Item Account No.: _____

City Council Agenda Date: 8/1/23 Staff Report No: 23-0299

Contract Start Date: 8/1/23 Contract End Date: 8/1/33

Have Services Started: Yes No If Yes, Date When Services Began: _____

Contract Type: Original Amendment Renewal Change Order
 Grant Other _____

Bidding Process: RFI RFP Bids (Public) Renewal (Amendments Only)

Contract Description/Notes: 10 year agreement with Hometown Fair Association to conduct the annual Hometown Fair

Required Documents (Documents need to be submitted with the signed agreement when required):

W9 Required File (Munis) Vendor No. _____ Included

Insurance Required Yes No

Bonds Required Yes No

Verification of Corporate Entity Yes No Verification of Authority to Sign Yes

Business License Required Yes No Business License No: _____

Notary for Management Services Signature Authority:

Yes No City Manager City Attorney City Council

Insurance Waiver/Modification Request: Yes No

Sole Source Agreement (Must Provide Attachment)

Sole source agreements must include a written justification. Reasons to sole source include there is only one existing source for the service/supply, the unique nature of the service/supply, the relationship of the parties, and the exigency for providing the service/supply.

Legal, Risk and Purchasing Review

LR^{DS} Department Manager ML^{DS} Department Head

PKMB^{DS} City Clerk's Office BM^{DS} Risk Manager N/A Purchasing APPROVED 8/1/23 City Council

AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND THE HOMETOWN FAIR ASSOCIATION

The agreement is made on the 1st day of August, 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 (“HTF”), a non-profit California corporation, 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 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.

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.

D. Provide electrical and water service.

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

F. Provide use of Veterans Parkway parking lot #8 adjacent to Manhattan Beach Boulevard, the parking lot between Joslyn Community Center and the Post Office, and the upper Civic Center parking lot on 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.

- 1) Joslyn Center: all rooms and areas on Saturday and Sunday, and Joslyn Center Auditorium, Sunrise Room and Sunset Room from Thursday through Monday.
- 2) Scout House, Veterans Parkway, and the furniture and equipment in the area of Live Oak Park, tennis and basketball courts from Thursday through Monday.
- 3) Live Oak and Dorsey Fields from Wednesday 8:00 a.m. to Monday 6:00 p.m.

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 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 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 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 at the City's sole discretion. No 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.

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

3. HTF RESPONSIBILITIES.

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 electrical service within private booths.

4. INSURANCE.

A. 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:

- 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.

5. INDEMNIFICATION.

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 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 HTF 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 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.

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").

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.

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:

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 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) 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.

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

4) Adequate uniformed private security shall be hired by 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) 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 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.
- 9) No more than two full glasses should be served to a patron at one time.

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

- D. Request specific CITY labor through the City Manager's designee during normal working hours. In the event that a City Council approved fee waiver is not in place, all 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 EVENT.
- E. Send requests to borrow CITY equipment to the City Manager's designee, who will coordinate availability.
- 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. HTF is responsible for costs to hang additional street banners. All insurance requirements shall be met.
- H. Submit requests to hang banners at the EVENT site to Public Works.
- I. Obtain prior Risk Manager approval for all mechanical rides to be included in the Event.
- 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.
- 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.
- 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.
- 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.

- O. Ensure that all facilities used are 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).
- P. Ensure that all food booths adhere to Fire Department guidelines, including successful completion of a Fire Department Life Safety Inspection. Fire Department to provide current guidelines annually.
- Q. Allow sales of City logo merchandise and Pumpkin Race kits in the City booth.

8. DEPOSIT FOR CITY CHARGES.

- A. All amounts due to the CITY 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.

9. TERM AND TERMINATION.

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, 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.

[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

Manhattan Beach Hometown Fair
Association, a California non-profit
corporation

DocuSigned by:
By: Erick Lee, Acting City Manager 8/3/2023
8FDAAFB234CA492...
Name: ~~Bruce Moe~~ Erick Lee
Title: ~~City Manager~~ Acting City Manager

DocuSigned by:
By: Dana Taylor Old 8/3/2023
D87A82GB8982419...
Name: Dana Taylor-Old
Title: President

ATTEST:

DocuSigned by:
By: Liza Tamura 8/25/2023
975D2FFB9D8446B...
Name: Liza Tamura
Title: City Clerk

DocuSigned by:
By: Jeanna Harkenrider 8/2/2023
66A41F2534BC44A...
Name: Jeanna Harkenrider
Title: Treasurer

APPROVED AS TO FORM:

DocuSigned by:
By: Karen Tokashiki 8/4/2023
C0B8516FFD5C443...
Name: Karen Tokashiki
Title: Secretary

DocuSigned by:
By: Quinn M. Barrow, City Attorney 8/10/2023
C24C6E263545445...
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Julie Bondarchuk 8/17/2023
A2994BD2DB03429...
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Mark Leyman 8/8/2023
006C250FAC08435...
Name: Mark Leyman
Title: Parks & Recreation Director

EXHIBIT A
SPECIAL EVENT 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)
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Day of Event Contact Dana Old 1601 Valley	Event Organizer Dana Old 1601 Valley	Applicant 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
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	Manhattan Beach Hometown Fair Association danataylorold@gmail.com
Public Relations Contact Name	Dana Old	Public Relations Contact Phone No.	Registration or Entrance Fee
Requested Event Date (1st Choice):	Oct 7 2023 12:00AM	Requested Event Date (2nd Choice):	0.00
Reserved Parking Spaces Needed	Yes	Security Company Name	Requesting Street Banners?
Social Media Channels	@mbhometownfair	Security Company Name	Yes
Special Event	CONCERT, FUNDRAISER, PARADE, STREET FAIR/FESTIVAL	Sound Company Name	Security Company Phone No.
Street Closure Information	N Valley Drive (between blanche and 15th)	Special Event - Other	Sound Company Number
Volunteers?	Yes	Total Expected Attendance	80000
		Vendors Selling Merchandise?	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	
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Fire Review	Fire	Contreras, Susana	In Review	07/20/2023	08/09/2023	
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Parks & Recreation	Parks & Recreation	Leyman, Mark	In Review	07/20/2023	08/09/2023	
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Police Review	Police	Sabosky, Matt	In Review	07/20/2023	08/09/2023	
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Public Works Review-Special Event	Public Works	Roberts, Sean	In Review	07/20/2023	08/09/2023	
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
Risk Management	Risk Management	Morales, Briza	In Review	07/20/2023	08/09/2023	
Item Review Name	Department	Assigned User	Status	Assigned Date	Due Date	Completed Date
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

PERMIT SNAPSHOT REPORT (SPEV-23-00046)

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



WAIVER/MODIFICATION REQUEST

Requested by: Mark Leyman

Date: 8/1/23

Department: Parks and Recreation

1. Name of Contractor/Consultant/Vendor/Permittee:

Hometown Fair Association

2. Description of work to be performed:

3. Contract Term: 8/1/23-8/1/33

4. Contract Value: _____

5. Waiver/Modification Request:

Section 5.B - Indemnification - Legal has recommended that this paragraph be removed. but staff is recommending to leave it in.

6. Reason for the request and why it should be granted:

The paragraph was included in the past agreement and during the first two rounds of negotiations. HTF requested that it be not be deleted. This was called out in the staff report and agreement was approved as-is by City Council.

7. Identify the risk to the City if the request is approved:

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.

APPROVALS

Department Head
 Approved Denied

DocuSigned by:
Mark Leyman 8/8/2023
606C256FAC0B435...
Signature **Date**

Risk Manager
 Approved Denied

DocuSigned by:
Briza Morales 8/8/2023
78F000CEB9E4437...
Signature **Date**

City Manager
 Approved Denied

DocuSigned by:
Erick Lee, Acting City Manager 8/24/2023
8FDAAFB234CA492...
Signature **Date**