



**CITY OF MANHATTAN BEACH
PARKS AND RECREATION COMMISSION**

Monday, July 24, 2023

4:00 PM

Location: City Council Chambers

A G E N D A

- A. CALL TO ORDER**
- B. PLEDGE TO THE FLAG**
- C. ROLL CALL**
Commissioner Allen
Commissioner Komatinsky
Commissioner Zimbalist
Commissioner Doran
Commissioner McCarthy
Commissioner Windes
Commissioner Greenberg
- D. APPROVAL OF MINUTES –**
June 24, 2023
- E. CEREMONIAL – none**
- F. AUDIENCE PARTICIPATION (3-Minute Limit) -** The public may address the Commission regarding City business not on the agenda.
- G. GENERAL BUSINESS**
1. 23/0723.01 Hometown Fair Agreement
 2. 23/0123.02 Work Plan Items Discussion
 - a. Dog Parks & Community Parkettes
 - b. Explore Repurposing Pay 'n' Play Racquetball Land/Building
 - c. Sand Dune Park Master Plan (Nature Areas & Trails, Building)
 - d. Explore Community Aquatics Facility
 - e. Donation Policy and Programs
 - f. 2024 Juneteenth Celebration
 - g. Enhanced Holiday Events and Checklist
- H. STAFF ITEMS**
City Council Recap and Parks and Recreation Department Updates
- I. COMMISSION ITEMS**
Older Adult Program Update
School District Update
Student Update
- J. ADJOURNMENT**

If unable to attend in person, the Parks and Recreation Commission encourages the public to participate by submitting comments on agenda items or other subject matter within the jurisdiction of the Parks and Recreation Commission via email to both lrobb@manhattanbeach.gov and mleyman@manhattanbeach.gov, no later than 3:00 PM, July 24, 2023 (the day of the meeting).

Zoom Meeting Instructions: There are multiple ways to join the meeting. Please Note - the Parks and Recreation Commissioners and Staff will be visible via video, members of the public may choose to turn on their video during public comment during their turn.

If you plan to speak during the meeting, join via Zoom at 3:45 p.m. in order to request to be on the speakers list.

1. Join Zoom Meeting via the internet (download app if needed): Direct URL: <https://comb.zoom.us/j/93781041645>, Meeting ID: 937 8104 1645
Please name yourself to include the item(s) you wish to speak on, and your First & Last name. Example: G.1 – Jane Smith.
2. Join Zoom Meeting via Phone Application (download app if needed): Download Mobile Apps: <https://zoom.us/download>, Enter Meeting ID: 937 8104 1645
Please name yourself to include the item(s) you wish to speak on, and your First & Last name. Example: G.1 – Jane Smith.
3. Join Zoom Meeting via Phone Conference (Voice Only): Phone Numbers: +1 669-900-6833 or +1 346-248-7799. Meeting ID: 937 8104 1645.
Find your local number: <https://comb.zoom.us/u/aByWMRmYK>. Upon calling in, you will be “muted” until you are prompted by the Host to state which item you wish to comment on. Your mic will be unmuted when it’s your turn to provide Public Comment.

Please Note - All microphones for non-Commissioners or Staff will be muted during the meeting, except during Public Comment periods for which you have requested to speak.

The City strongly advises you of the following:

1. Download the Zoom app to your respective device well ahead of the meeting time. Visit <https://zoom.us/> for the download link. Please make sure you have downloaded the most recent version available.
2. Familiarize yourself with the Zoom application prior to the meeting.
3. Check the condition of all personal electronic equipment, internet and phone connections, and microphone/speaker functionality. The City is unable to support this equipment.
4. Join the meeting prior to the start time. Due to security or technical limitations, admittance to the meeting may not be possible after the meeting begins.
5. Every effort will be made to “rename” participants on Zoom as quickly as possible, so that phone numbers are hidden, however, phone numbers may be partially visible for a brief time.

**CITY OF MANHATTAN BEACH
PARKS AND RECREATION COMMISSION**

Monday, June 26, 2023

4:00 PM

Location: City Hall - City Council Chambers / Zoom and
teleconference by Commissioner Komatinsky
(per Government Code Section 54953(b))
2255 S. Forest Lane, Cedarville MI 49719

MINUTES

- A. CALL TO ORDER** – Chair Doran called the meeting to order at 4:07 pm, welcoming new commissioners Zimbalist, Greenberg and Komatinsky
- B. PLEDGE TO THE FLAG**
- C. ROLL CALL**
Present: Allen, Greenberg, Chair Doran, Windes, McCarthy, Zimbalist, Komatinsky.
Absent: None
Others Present: Parks and Recreation Director Mark Leyman, Senior Recreation Manager Melissa McCollum, Senior Management Analyst (SMA) Linda Robb, Recording Secretary Rosemary Lackow
- D. APPROVAL OF MINUTES – May 22, 2023**
SMA Robb advised that she will be making one revision at the bottom of page 5 (Adjournment) to correct the date the meeting was adjourned to – striking June 22nd and replacing with June 26th. It was moved and seconded (Windes/McCarthy) to approve the minutes subject to the noted change.

The chair announced the motion passed 4-0-1-2 by a voice vote. (Komatinsky absent due to a momentary technical difficulty at the time of the vote; Greenberg and Zimbalist abstained.)
- E. CEREMONIAL** – None
- F. AUDIENCE PARTICIPATION (3-Minute Limit)** - None
- G. GENERAL BUSINESS**
- 1. Ad Hoc Subcommittee Assignments**
At the suggestion of Director Leyman, the Commission proceeded to General Business Item 2. (Work Plan Items Discussion) and assignments were made concurrent with the subcommittee reports.
- 2. 23/0123 – Work Plan Items Discussion**
Chair Doran called for committee reports.

a. Dog Parks & Community Parkettes

Commissioner McCarthy noted that under former commissioner Weiner this item has advanced almost to the point of being a “staff item,” but a Chair is still needed to follow up with outstanding items.

It was suggested that Commissioner Allen chair this committee. After a brief discussion, it was agreed by Commissioner Allen and with the commission concurrence, that Commissioner Allen serve as chair and sole committee member with staff support as needed.

Commissioners Windes and McCarthy stated that they have observed that the new canopy at the Live Oak Park dog park is not providing shade during the morning. It seems very small and perhaps too high; perhaps tilting will help. Commissioner McCarthy noted that at the Polliwog dog park some shade has been lost near benches due to the removal of a large storm damaged tree, and suggested that the loss of shade and a solution (e.g. replacement of the tree or a shade canopy) be addressed in this project.

b. Explore Repurposing Pay ‘n’ Play Racquetball Land/Building. (Windes, Greenberg)

Commissioner Windes reported that the committee has paused its work due to some issues that have arisen that could potentially affect this item. First, the Beach Cities Health District is looking to relocate the Center for Health and Fitness, and this could be a possible future site consideration. In addition, there are citizen petitions circulating that propose that the Pay N Play site be considered as an alternative to Polliwog Park for a new library facility.

Commissioner Windes noted that the committee has developed a list of programming options, but, depending on the outcome of discussions with Beach Cities Health District and the library situation, these options could be inappropriate. More committee meetings are expected but a formal recommendation cannot yet be made to City Council.

With agreement and Commission concurrence, the committee was formed to include Commissioner Windes (Chair), and Commissioners Allen and Doran as secondary members.

c. Sand Dune Park Master Plan (Nature Areas & Trails, building)

Commissioner McCarthy stated that, while still Chair when onboarding the newly appointed commissioners, she became aware of their interests and backgrounds and how they align with committee projects. She proposed that she come off this committee and that Commissioner Zimbalist serve as Chair with secondary support continued by Commissioner Windes and joined by new student commissioner Greenberg.

With concurrence of the whole Commission and Commissioners Zimbalist, Windes and Greenberg, the committee was formed to include Commissioner Zimbalist (Chair), Windes and Greenberg as secondary members.

d. Explore Community Aquatics Facility

Commissioner McCarthy provided a brief status report, noting she is continuing to have conversations with the community. Recently she had a meeting with a community member who is involved in USC water polo and who believes that many individual community members may be interested in giving their opinions to the city council when appropriate.

Commissioner McCarthy also expressed concern that misinformation is being circulated among the public that the project being explored is a “regional” as opposed to a “community” oriented facility. To help address this, Commissioner McCarthy requested that, going forward, this work plan item be referred to as “Explore Community Aquatics Facility”.

Commissioner McCarthy suggested that new Commissioner Komatinsky, given her background with the schools, join her as Chair and Commissioner Doran on this committee. Commissioner Komatinsky stated that she is agreeable to this assignment and there was concurrence by the whole Commission.

e. Donation Policy and Programs

Commissioner McCarthy suggested that—in the interest of giving all commissioners an opportunity to serve on at least two committees and as Chair on at least one—this committee be restructured with Commissioner Komatinsky as Chair, and secondary members Zimbalist and herself, and Commissioner Allen would come off the committee. This proposal was agreed to by Commissioners Allen and Komatinsky with concurrence by the whole Commission.

Commissioner McCarthy stated she expects the committee will meet within a couple weeks and it will also continue to liaison with former Parks and Recreation commissioners Weiner and Karger to support this effort.

f. 2024 Juneteenth Celebration

Senior Recreation Manager McCollum briefly summarized council direction, clarifying the Parks and Recreation Commission’s role. Upon collaboratively considering community input, it will develop recommendations and return for council direction. To assist the committee, a survey was developed and a public meeting scheduled for July 22 at the Library. It is expected that the committee will first look at input received from the public meeting and survey and then obtain direction from the City Council in moving forward. Staff will be closely involved to provide support.

Subsequently, a new ad hoc committee was formed with agreement and concurrence of the whole commission to include Commissioner Windes as Chair and Commissioners Zimbalist and Greenberg as secondary support members.

Commissioner Windes inquired as to whether the city might inaugurate some kind of celebration of Memorial Day similar to other nearby cities. The issue (raised by a veteran at a recent council meeting) is that the City does not currently have a public display or other activity that recognizes this day and service by those in the military. Commissioner McCarthy joined in expressing interest in this matter.

Director Leyman stated that he is aware of this matter, but because this subject is not

listed on today's agenda, it cannot be discussed. He will be following up with the City Manager because City Council direction is needed. If City Council directs the Commission to look into event or recognition options, then one option is that this could be considered in the 2024 Work Plan.

H. STAFF ITEMS

City Council Recap and Parks and Recreation Department Updates

Director Leyman and Senior Recreation Manager McCollum updated/announced:

- The parks facility tour is scheduled for this Wednesday 2 pm to 5 pm; each commissioner should look for further details in an email.
- The David Voltz contract (Sand Dune Park matter) is scheduled for July 18th City Council agenda.
- Heads up: each commissioner will be receiving an email regarding a requirement for fingerprinting to comply with new Department of Justice requirements; more information is forthcoming.
- Staffing recruitments: The process of filling key positions is progressing: Recreation Coordinator Mary McCabe has been promoted to Recreation Supervisor; second interviews are being held for the Senior Recreation Supervisor position for the older adult program and a job offer has been extended for the Recreation Supervisor position that oversees registration and communications.
- Concerts in the Parks program: starts Sunday July 2 with the Salute to the Troops, program will continue on Sundays through September 3rd at Polliwog Park.
- Velzy Plaque: revised wording has been approved by the City Council.
- Manhattan Beach Open Agreement: a 3-year agreement has been approved by the City Council for the MBO volleyball tournament.
- Marine Avenue Turf replacement status: on June 20th, City Council approved funding (\$600,000, through a combination of some capital improvement funds and Los Angeles County grants). The contract is expected to be awarded at the council's July 5th meeting, with work completed, hopefully in August for start of soccer season.
- Begg Pool project: will be considered by City Council on July 18th, including award of a contract and funding.

H. COMMISSION ITEMS

Older Adult Program Update.

Commissioner McCarthy reported 1) The last meeting was cancelled; and 2) She has received a report from a member of the group expressing concerns that on multiple occasions teens have been seen speeding through the greenbelt on e-bikes – it is requested that this be reported to the appropriate city staff out of concern that someone will be knocked down, which presents a significant liability.

Director Leyman announced a retirement reception for Jan Buike at the Joslyn Community Center on Friday, June 30th, 2:00 pm to 4:00 pm.

School District Update (Komatinsky) - no report due to technical difficulty with Zoom. Commissioner Zimbalist noticed that at Grandview Elementary, two new soccer fields are being sodded this week. Commissioner McCarthy inquired as to what party will be responsible for replacing the fencing separating the school site from the city park; Director Leyman will inquire through Public Works.

Commissioner Windes noted that at Mira Costa 570 seniors graduated.

Student Update (Greenberg) Student commissioner Greenberg reported graduation occurred June 15th and school is now out. He is working on two school projects including an inter-generational chess club activity with the Older Adults Program and a collaboration with Parks and Recreation on an online park photography contest. Commissioner McCarthy complimented student commissioner Greenberg on his proactivity in developing new projects.

I. ADJOURNMENT

At 4:58 p.m. it was moved and seconded (Windes/Zimbalist) to adjourn to Monday, July 24, at 4:00 p.m. The motion passed 6-0-1-1 with a voice vote (Commissioner Komatinsky absent).

DRAFT

TO:

Members of the Parks and Recreation Commission

FROM:

Mark Leyman, Director of Parks and Recreation
Linda Robb, Sr. Management Analyst

SUBJECT:

Ten-Year Agreement with the Manhattan Beach Hometown Fair Association to Conduct the Manhattan Beach Hometown Fair

RECOMMENDATION:

Staff recommends that the Parks and Recreation Commission recommend approval of a ten-year agreement with the Manhattan Beach Hometown Fair Association to conduct the Manhattan Beach Hometown Fair.

FISCAL IMPLICATIONS:

The estimated cost to the City for 2023 event with the currently approved fee waiver is \$85,539. The current fee waiver is for 100% of City services and fees, does not include third party expenses, and is valid through 2025. The agreement does not change the currently approved fee waiver.

BACKGROUND:

The Manhattan Beach Hometown Fair is a “Legacy” event that has been held for the past 40 years. The event is managed by a twenty person volunteer board of directors. The event includes food, arts and crafts, free entertainment at two stages, and games for kids of all ages.

Each year, the Manhattan Beach Hometown Fair submits a special event request. In addition to the special event request, the City of Manhattan Beach and the Hometown Fair historically have entered into an annual agreement describing the event, and outlining the duties and responsibilities of each party (Attachment 1).

On April 2, 2013, the City Council approved a fee waiver for the Manhattan Beach Hometown Fair. The fee waiver was 75% of total City costs. In 2017, City Council approved a 100% fee waiver for the event. Legacy Event fee waivers have been approved through 2025.

The current ten-year agreement expires on September 3, 2023. City staff and the HTF Board of Directors have prepared a new ten-year agreement.

DISCUSSION:

The proposed Agreement is structured in a similar manner as previous agreements and sets out the City’s duties and the Hometown Fair Board’s duties, as well as the

insurance and indemnification requirements. The proposed Agreement takes into account the current City Council approved 100% fee waiver for City fees and services. The proposed Agreement would remain in place for ten years from the date of execution, unless either party terminates the Agreement upon 90 days' written notice to the other party. The proposed Agreement would still require the Board to submit an annual special event request in order to coordinate with the City.

Staff and the HTF Board representatives have met three times to discuss the various terms, reviewed by the City's legal team. Significant changes include:

1. Addition of a limit of \$15,000 on third party public safety costs. Under the Special Events policy, third-party costs for services using the City's vendors are the responsibility of the event organizer. Historically, the largest variable is for public safety services, mainly private security and traffic barriers. These safety requirements are determined by the Police Department based on a variety of factors including current events and possible threats. The amount of \$15,000 is based on CSC Security costs for the 2022 event. A 3% annual increase on the limit is included in anticipation of rising service costs.
2. Insurance and Indemnification sections have been reviewed and updated by the City's Risk Manager and legal team.
3. The Beer and Wine Garden sections were combined
4. Approved fee waivers include the hanging of one street banner at no cost. This agreement will allow the HTF to hang two street banners at no cost.

ATTACHMENTS:

1. Agreement - Hometown Fair Association, Inc.

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

The agreement is made on the 3rd day of 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 (“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 \$15,000 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. 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.

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

By: _____
Name: Bruce Moe
Title: City Manager

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

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

By: _____
Name: Jeanna Harkenrider
Title: Treasurer

APPROVED AS TO FORM:

By: _____
Name: Karen Tokashiki
Title: Secretary

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

DATE: July 24, 2023

TO:

Members of the Parks and Recreation Commission

FROM:

Mark Leyman, Parks and Recreation Director

SUBJECT:

Parks and Recreation Commission Work Plan for 2023-2024

RECOMMENDATION:

Discuss Parks and Recreation Work Plan items approved by the City Council at the joint City Council meeting on January 9, 2023.

FISCAL IMPLICATIONS:

Fiscal implications, if any, will be developed on a project-by-project basis and presented to the City Council as necessary.

DISCUSSION:

The City Council met with the Parks and Recreation Commission in a joint meeting on January 9, 2023 to provide direction and approve the following topics for the 2023 Parks and Recreation Commission Work Plan.

- Dog Parks & Community Parkettes – City Council directed the Commission to research the possibility of smaller dog runs in areas of Veteran’s Parkway occupied by ice plant, once the main project is complete; and to notice the neighbors in the area surrounding the Polliwog Park proposed dog run expansion.
- Explore repurposing Pay’n’Play Racquetball Land/Building – City Council directed staff to determine programming costs, revenue projections and long term options (i.e. demolition of building), returning to Council for direction.
- Sand Dune Park Master Plan (Nature Areas & Trails, building) – City Council directed the Commission to research more appealing fencing options surrounding Sand Dune Park, and continue community input to develop an RFP for design and Master Plan.
- Explore Community Aquatics Facility - City Council directed the Commission to focus on Begg Pool as the site location and to return with a report on all costs in order to enhance and maintain the space.
- Donation Policy and Programs - City Council directed the Commission to return with more information regarding a donation policy.
- 2024 Juneteenth Celebration – City Council directed staff to include this work plan item at the June 6, 2023 City Council meeting.

The Polliwog Park band shell was not added to the 2023 work plan and City Council directed the Commission to return with the band shell item for consideration in 2024.