

JUN 08 2022

10:00 AM

City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: June 14, 2022

Originating Department: Public Works

Department Director: Arturo Cervantes City Manager: Chris Jeffers

APPROPRIATION TO FUND TRAFFIC CONTROL SERVICES PROVIDED FOR THE STREET CLOSURE FOR THE TWEEDY STREET FAIR FESTIVAL

PURPOSE: To secure a funding appropriation needed to pay for traffic control services that were provided to close and reopen Tweedy Boulevard, from Alexander Avenue to California Avenue, for the Tweedy Street Fair Festival (Tweedy Fair).

RECOMMENDED ACTIONS: The City Council will consider appropriating \$25,000 from the undesignated General Fund Reserve to Account No. 100-710-12-6101 to fund traffic control services used to implement the street closure for the Tweedy Street Fair Festival.

FISCAL IMPACT: An appropriation in the amount of \$25,000 is being requested from the General Fund and will be placed in Account No. 100-710-12-6101.

ANALYSIS: The City has an agreement with the Tweedy Mile Association (Contract No. 3559) relating to the Tweedy Fair which specifies the roles, responsibilities and expectations of all parties. The Agreement is effective until June 30, 2022. Section 18.0 D (Restrictions on Vehicular Traffic) of the Agreement stipulates that the City must take such measures as may be required to restrict all vehicular traffic during the event from the Tweedy Fair event area. The City is required to close Tweedy Boulevard between California Avenue and Alexander Avenue. Section 4.0 (Equipment) does not explicitly require the Tweedy Mile Association to provide the traffic control equipment, however, it does require that they provide facilities and equipment required to conduct the event. In the past, the application of the agreement has been that the City provides labor for the street closure and Tweedy Mile provides the traffic control equipment. This year, the City secured a vendor to conduct both.

BACKGROUND: The Annual Tweedy Street Fair Festival took place from June 3 to June 5, 2022, on Tweedy Boulevard, between California Avenue and Alexander Avenue. The Tweedy Fair featured carnival rides, entertainment, games and food vendors.

Three fee proposals were obtained for traffic control services, as follows:

Vendor Name	Bid Amount
ATBS	\$25,000
Statewide	\$29,136
BC traffic	No response

American Traffic Barricade and Safety Company (ATBS) provided the lowest fee proposal and was selected to provide traffic control services for the event.

ATBS provided services between June 3 and June 5, 2022. Traffic control services included closing Tweedy Boulevard from California Avenue to Alexander Avenue, providing traffic control equipment, providing advance signage and detours, and removing the traffic control equipment.

The funding appropriation is needed to pay for the services as they were not budgeted in the Fiscal Year 2021/22 Operating Budget.

ATTACHMENT: Tweedy Association Agreement

DT:yp/lc

**EVENT LICENSE AGREEMENT FOR PRODUCTION OF
THE TWEEDY STREET FAIR FESTIVAL BETWEEN
THE CITY OF SOUTH GATE AND THE TWEEDY MILE ASSOCIATION**

This Event License Agreement (“Agreement”) for the production of the Tweedy Street Fair Festival is made and entered into on November 12, 2019, by and between the City of South Gate, a municipal corporation (“City”), and the Tweedy Mile Association, a California corporation (“Licensee”). City and Licensee are sometimes hereafter individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, Licensee desires to organize and produce the Tweedy Street Fair Festival event (“Event”) within the City of South Gate on the Friday through and including Sunday, inclusive, on the first weekend of June, during the term of this Agreement; and

WHEREAS, the City will close to vehicular traffic on Tweedy Boulevard, between California Avenue and Alexander Avenue, for a limited time period, and wherein Licensee will provide Fair equipment, entertainment and festivities with which to attract members of the public, all for the benefit of Licensee and City, as herein provided; and

WHEREAS, Licensee warrants to the City that it has the qualifications, experience and facilities to perform properly and timely in producing the Event permitted under this Agreement; and

WHEREAS, City is willing to grant a special event permit and license to Licensee for operation of the Event on Tweedy Boulevard under the terms and conditions herein stated; and

WHEREAS, the Agreement is intended to cover a three year cycle for Events in 2020, 2021 and 2022.

NOW THEREFORE, THE PARTIES AGREE HERETO AS FOLLOWS:

1.0 OBLIGATIONS AND DUTIES OF THE PARTIES.

- A.** City hereby grants to Licensee a temporary exclusive license to use a designated portion of the City’s right-of-way known as Tweedy Boulevard, between California Avenue and Alexander Avenue, for the limited purpose of conducting the Fair during the times specified in Section 4.1 Hours of Operation.
- B.** Licensee is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of City.

1.1 REVOCABILITY.

City may in its sole and unfettered discretion, revoke this permit and license and/or terminate the Agreement without cause upon thirty (30) days advance written notice. In the event that any of the terms of this Agreement or city ordinances are violated, or, in the event that, in the City's sole discretion and judgment, there is an eminent threat to public health or safety, City may revoke this permit and license at any time and require that all activities related to the license be ceased. In the event that the City should revoke the permit as a result of an eminent threat to public health or safety, the City shall not be responsible for any additional costs or lost revenues incurred by licensee.

1.2 CITY AGENT.

The City's Director of Community Development ("Director"), or his/her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Licensee understands that the Director has the authority to provide that approval or authorization. The Director retains full discretion to consult with the City Manager, City Attorney, other City personnel and consultants, and the City Council, as necessary, during the term of this Agreement relating to such approvals or authorizations related to Licensee's event hereunder.

2.0 TERM OF AGREEMENT.

This Agreement is effective November 12, 2019, and will remain in effect through and including June 30, 2022, unless otherwise expressly extended or revoked in writing.

3.0 EVENT AREA.

The Event shall be conducted on that portion of Tweedy Boulevard, between California Avenue from the eastern most boundary of the intersection crosswalk (thereby leaving the intersection properly open, and unaffected by the Event) and Alexander Avenue from the western most boundary of the intersection crosswalk (thereby leaving the intersection properly open, and unaffected by the Event). Said portion of Tweedy Boulevard is hereby designated as the "Event Area." The intersection at Otis Street and California Avenue shall at all times remain accessible to emergency traffic.

3.1 HOURS OF OPERATION.

The Event shall operate on the first weekend of June, within the following days and times:

- Friday from 5:00 p.m. to 12:00 a.m.
- Saturday from 12:00 noon to 12:00 a.m.
- Sunday from 12:00 noon to 10:00 p.m.

Entertainment stages will close 1 hour prior to closing each day. The Licensee will cease selling carnival tickets at 11:00 p.m. on Friday and Saturday, and Sunday at 9:00 pm.

3.2 TOTAL EVENT TIME.

"Total Event Time" shall be that period of time between the commencement of the Event (Friday at 5:00 p.m.) and its conclusion (Sunday at 10:00 p.m.). "Total Event Time" is subject to City approval.

3.3 SET-UP.

The license granted by City to Licensee to use the Event Area shall be and remain in effect on the days and during the hours specified below:

- A. From 8:00 p.m. on the Wednesday before the Event for the purpose of setting up the equipment and supplies required to conduct the Event ("Set-Up Time") through and including 8:00 a.m. on the Monday following the Event for the purpose of removing the Event equipment ("Break Down Time"), subject to the terms and conditions set forth below. Set-Up Time and Break Down Time are collectively referred to as "Preparation Time."
- B. From Wednesday 8:00 p.m. from California to San Carlos Avenue, for the purpose of setting up carnival rides; from Thursday 12:00 a.m. (midnight Wednesday evening), from Alexander Avenue to San Vincente Avenue, for the purpose of setting up carnival rides, and equipment and supplies required to conduct the Event.
- C. Set-Up and Break Down Times are subject to City approval.

3.4 CLEAN-UP.

- A. Licensee shall, at its sole cost and expense, engage adequate personnel and equipment as is necessary to clean the Event area and return it and its environs to the condition it was prior to the Event.
- B. Should Licensee fail to adequately clean the Event Area in a timely fashion, City will perform the work and charge Licensee for all costs associated with the clean-up.

4.0 EQUIPMENT.

Licensee shall, at its sole cost and expense, and during the Set-Up Time, place, construct, install and Set-Up in the Event Area, such as food booths, non-food booths, games, carnival rides, stages and stage areas for entertainment and side shows, portable toilets, trash receptacles, generators, ticket sales booths, and other facilities and equipment required to conduct the Event ("Equipment"), subject to the following terms and conditions:

- A. **Minimum Requirements for such Equipment shall be as follows:**
 - 1. Canopies, canvas, and similar material constituting any of such Equipment, and particularly concessionaire booths, shall be made of fire

retardant material.

2. All concessionaire booths shall meet Health Department and Fire Department requirements for the sale of merchandise or food products.

B. Equipment Placement Plan.

Licensee shall provide City with an Equipment Placement Plan for all Equipment at least fifteen (15) days before the Event. Said Equipment Placement Plan shall include an "approximately-to-scale" diagram of the Event Area, on which shall be interposed a diagram of each piece of Equipment.

The Licensee shall make any final decision regarding Equipment Placement, in the exercise of reasonable discretion, after good faith consultation and discussion with City, except as to the following:

1. Electrical generators shall be located in such a manner as to minimize the noise impacts on surrounding residents and those attending the Event.
2. A sufficient number of portable toilets shall be provided and shall be located in such a manner as to minimize any offensive odors and noise impacts on surrounding residents and those attending the Event.
3. All Equipment shall be located in such a manner as to permit a continuous open and unencumbered path, at least ten feet (10') wide, between the entrances on each end of the Event Area so as to permit an emergency vehicle to enter and exit the Event Area without requiring the movement of any Equipment.

C. Small Trash Receptacles.

Licensee shall provide a sufficient number of small trash receptacles and shall identify the locations of such small trash receptacles in the Equipment Placement Plan.

D. Area and Equipment Maintenance.

Licensee shall hire and maintain sufficient personnel to correct mechanical problems with the Equipment, and to keep the same clean and orderly. This shall include, but is not limited to, the duty to keep all portable toilets and all trash receptacles in a clean and neat appearance at all times, and to keep all offensive odors to a minimum.

5.0 ADVERTISING.

Licensee shall provide for thorough public awareness of the Event. In connection with said duty, Licensee shall be responsible for the following:

A. Advertising.

Licensee shall, at its sole cost and expense, prepare, develop and submit to City thirty (30) days prior to the Event flyers, posters and street banner to advertise the event to the community.

B. Schedule of Activities.

Licensee shall develop a Schedule of Activities which is consistent with, and includes, all of Licensee's duties to provide the Equipment and entertainment required under this Agreement; and submit to City for review (30) days prior to the Event.

6.0 CONCESSIONAIRE RENTALS.

Between the execution of this Agreement and the commencement of the Total Event Time, Licensee shall use its best efforts to encourage concessionaire participation, especially among South Gate vendors, and to promote booth rental agreements with concessionaires willing to participate in the Event, all on such terms and conditions as Licensee deems reasonably appropriate following good faith consultation with the City; provided, however, that such terms and conditions shall not be inconsistent with the following:

A. Electricity.

Licensee shall provide, at its sole cost and expense, electricity (110V, 15A service), and bring same to one point at the booth of any concessionaire requiring same. Concessionaires shall provide their own electric cords for the distribution of electricity to any appliances requiring same. Additional power may be provided at concessionaires' cost.

B. Rules and Regulations.

Each booth rental agreement shall contain rules and regulations which have been adopted by Licensee and approved in advance by City.

C. Booth Equipment.

Concessionaires shall provide their own tables, lights, electric cords, water hoses, and such other equipment and supplies as they deem necessary and appropriate to conduct their activities from the rented booth.

D. Business License Required.

In lieu of requiring each individual Concessionaire to obtain a business license from the City directly, the City will issue a single venue license/permit to the Licensee which will cover all concessionaires approved by the Licensee for the duration of the Event. The Licensee shall not pay any business license fee for the event. The Licensee shall submit a list of approved Concessionaires to the City

prior to the event. Each approved Concessionaire shall have, in their possession at all times during the Event, a flyer or other approved signage indicating that they are approved by the Licensee.

E. No Alcoholic Beverage Sales.

Concessionaires shall not be permitted to sell or otherwise distribute alcoholic beverages from anywhere on, around or near the Event Area. Nothing herein is intended to preempt or contravene the laws, rules and regulations of the Alcoholic Beverage Control Board regarding the authorized sale and distribution of alcoholic beverages. Specifically, licensed liquor stores may continue to sell alcoholic beverages for off-site consumption from authorized locations.

F. Booth Rental Rates.

Licensee shall rent booths on the basis of a single fee for the Total Event Time. Preference shall be given to South Gate merchants, civic organizations and residents. The Licensee, within thirty (30) days prior to the Event, shall furnish the City a schedule of booth rental rates for concessionaires.

G. Inclement Weather.

Licensee shall include in the booth rental agreement an inclement weather policy which shall be uniformly applicable to all concessionaires. Licensee shall defend and hold City, its elected and appointed officer, employees, agents and volunteers harmless from any claims asserted against the City for any loss or damage suffered by any concessionaire due to inclement weather.

7.0 SECURITY PLAN.

Licensee shall, following consultation with the City's Police Department, submit a plan providing for the security of all those who attend or participate in the Event. Such Plan shall relate to equipment used during the Event Time and Preparation Time, City property (including any City barricades used in connection with the Event), and concessionaire property, and shall be submitted to the City three (3) weeks prior to the Event. Said plan shall include, at a minimum:

- A. An element that requires all hired security personnel to be approved by City, if City so requests.
- B. A requirement that all security personnel be in radio communication with the City's Police Department, if City so requests.
- C. City shall promptly review said Security Plan, and, to the extent that modifications are required, City shall promptly meet with Licensee to negotiate changes to said Security Plan.

- D. After any such meeting, City may modify said Security Plan in any manner that it deems reasonably appropriate to protect the public safety.
- E. Licensee shall, at its sole cost and expense, engage such personnel and provide such equipment as is necessary to implement said Security Plan.
- F. Licensee shall reimburse City the sum of Thirty Thousand Dollars (\$30,000) to help cover some of the costs and expenses incurred in providing police services and other City services related to the Event. In the event that Tweedy Mile Street Fair Festival expenses exceed revenue, the City will provide an additional subsidy for the exact loss up to \$10,000.

8.0 CHARGES TO THE PUBLIC.

Licensee shall not impose any admission charge upon any member of the public entering the Event Area, or any charge for parking or for entertainment. Charges to be imposed upon members of the public for carnival rides and for exhibits shall be established by Licensee.

9.0 FAIR EMPLOYEE HOUSING.

All Event employees shall be housed outside of the City's boundaries during the Total Event Time and Preparation Time.

10.0 REIMBURSEMENT TO THE CITY.

Within sixty (60) days after the conclusion of the Event, Licensee shall deliver to City an accounting of all proceeds derived from the Event, and shall, at that time, pay to City, by check, the amount of \$30,000 for reimbursement of expenses incurred in providing police services and other City services related to the Event. In the event that Tweedy Mile Street Fair Festival expenses exceed revenue, the City will provide and additional subsidy for the exact loss up to \$10,000.

11.0 AUDIT RIGHTS.

The City shall have the right to examine and inspect all books, records, unsold tickets, and any other pertinent financial documentation related to the conduct of the Event prepared by or in the possession of Licensee, or any of its employees or subcontractors.

12.0 DUTIES OF LICENSEE.

A. Merchant Deliveries.

Licensee shall notify, in writing, all persons whose business property is adjacent to the Event Area that the Event is scheduled to occur, and the dates and times of the Event. Licensee shall, in the same notice, encourage such persons to schedule deliveries and pick-up of merchandise at times other than during Total Event Time.

B. Notification to Churches.

Licensee shall notify in advance, in writing, all churches located on Tweedy Boulevard of the dates and times of the Event, and of the street closure required to conduct the Event, thirty (30) days prior to the Event.

C. Proximate Residents.

Licensee shall notify in writing all residents within three (3) block area north and south of the Event Area of the occurrence of the Event, the dates and times of the Event, and of the street closure required by the Event, thirty (30) days prior to the Event.

D. Utilities.

Licensee shall provide, at its sole cost and expense, a source of electricity and water for each of the concessionaires requiring same.

E. Fair Concept.

Licensee shall prepare for the Event during Set-Up Time, and shall use the Event Area during the Total Event Time in the manner, as herein specified. Licensee shall promptly remove all Event equipment and during Break Down Time, return the Event Area, and its environs, to the condition it was in prior to the Event.

F. Entertainment.

Licensee shall, at its sole cost and expense, provide daily family-type entertainment acts, such as dancing, music or other similar entertainment. All entertainment proposed by Licensee shall be reviewed and approved by City in advance at least 14 days before the Event. City has right to refuse and deny any participant or entertainment act from performing at the Event.

G. Smoking Designated Areas.

Licensee shall provide smoking designated areas and identify the locations with signage.

H. Parking.

1. Employee Personal Vehicles.

Licensee shall cause Event employees to park those vehicles, not required for use in connection with the Event, in such areas as City shall designate at or prior to commencement of Total Event Time. No on street parking shall be permitted.

2. Public Vehicles.

City shall encourage members of the public attending the Event to park personal vehicles in such public or private parking lots as may be designated at or prior to Total Event Time. Should City determine it necessary, City will permit the use of parking lots surrounding South Gate Park to be used for public parking.

13.0 COMPENSATION TO LICENSEE.

Except as provided herein Licensee will receive no compensation from the City for operation of the Event or other services provided by Licensee under this Agreement unless agreed to in advance by the Director in writing.

- A. Licensee may charge vendors a reasonable entry fee to participate in the Event or any related activities.
- B. Licensee may not charge parking fees associated with the Event.
- C. Licensee may charge vendors either a flat fee or a percentage of their gross sales, for their participation as a vendor in the Event. Licensee is solely responsible for the collection and accounting of any fees it may charge.
- D. Licensee may sell advertising, solicit sponsors and include affiliate organizations and businesses in order to secure financial support for the Event. City shall have final approval of all sponsors or advertisers who will be associated with or advertise at the event beyond Licensee, which approval shall not be unreasonably withheld. Licensee may not make any commitment or agreement which would exceed its rights under this agreement.

14.0 SPECIAL TERMS AND CONDITIONS.

- A. Event Management – It is agreed that the Licensee will require the assistance of a professional carnival and entertainment management firm to provide carnival and entertainment management services including advertising, activity/food booths, entertainment and other related services. It is also agreed that these services may be provided by a non-profit or for-profit business or corporation at a reasonable fee. As a Co-Sponsor of the Event, the City reserves the right to have any contract for Carnival or Entertainment Management Services to be reviewed by the Director along with any fees charged as part of that agreement. The City reserves the right to refuse any event management firm or specific agreement at its sole discretion.
- B. Carnival Rides, equipment, supplies, and vehicles may not be stored at City Park facilities before, during or after Licensee's license period without express written consent from the Director of Parks & Recreation. In the event that the Carnival Ride Management Firm wishes to store or park equipment, rides or vehicles at City Park facilities, before, during or after the Event, the Carnival Ride Management Firm must secure a parking permit from the Department of Parks & Recreation directly and pay a parking fee not to exceed \$500 per day. Licensee will not be allowed to secure such permit on behalf of the contractor. Carnival vehicles, rides or equipment parked or stored at City Park facilities without a permit will be subject to fines and impound.
- C. Carnival Ride Overnight Parking –Carnival Ride Management Firm must make appropriate storage arrangements for all equipment, vehicles and rides which must be parked or stored for any period of time prior to Set-Up or after cleanup. In no

case may carnival rides or equipment arrive in the City prior to 8:00am on Tuesday and must be removed from the City by 8:00 am the following Tuesday.

- D.** Show Mobile Set-up – In the event that Licensee wishes to utilize the City’s Show Mobile as an auxiliary stage during the Event, Licensee must notify the City’s Director of Parks & Recreation at least thirty (30) days prior to the Event. Licensee will provide the City with a diagram indicating the location where the Show Mobile is to be set up. Licensee will arrange to have the Show Mobile delivered, Set-Up and removed during normal City working hours. The City will waive all normal rental fees for the use of the Show Mobile and normal setup. Any extraordinary costs including overtime or special equipment will be reimbursed by Licensee.
- E.** Street Fair Festival Management and Notification to Residents and Businesses - Licensee shall work closely with the City to ensure a minimum of inconvenience to impacted residents and businesses along the Event Area. Notices shall be delivered thirty (30) days before the Event by Licensee at Licensee's expense as required by City.
- F.** Assignments and Subletting - Licensee shall not assign or otherwise transfer all or any part of Licensee's rights in this Agreement without prior written approval from the City.
- G.** Family Event - Licensee has sole determination and responsibility of the acts, performers, schedule, vendors, and activities which together represent the nature and character of the Event. Licensee understands that this event and the facilities remain subject to all City Ordinances, Rules and Regulations and that the nature of the event shall be promoted and presented as a "Family Event" and that all events and activities shall be conducted at a level of decorum and behavior appropriate for all ages.
- H.** Modifications - Licensee may not make any modifications to existing facilities without express written consent from City. Any modifications so approved will be at the sole expense of Licensee and Licensee shall be responsible for all costs to restore Route to its original condition at the conclusion of the Event unless this condition is expressly waived by the City in writing.
- I.** Advertising - Licensee and City shall cooperate in developing a promotional plan for the Event. Licensee is solely responsible for all advertising costs associated with the Event. The City may, at its sole discretion, assist in advertising the Event through its own means and at its own cost. In doing so, City shall comply with all logos, slogans and other advertising standards provided by Licensee. Through this Agreement, Licensee is given express permission to use the City logo and/or the phrase “City of South Gate”, in any of its advertising or promotions. All advertising materials shall be approved by City prior to its use or release to the public.
- J.** Licensee shall notify all local governmental agencies having jurisdictional responsibility over the Event and cooperate with them in regards to their requirements for protection of the public, such as the Fire Department.

- K. Sanitation - Licensee shall provide a sufficient number of portable toilets, including ADA compliant toilets, and trash receptacles to handle the needs of the attending public. Toilets shall be cleaned on a frequent basis. Trash cans shall be emptied with enough frequency to prevent overflow or the attracting of insects or other pests. Trash, litter and other debris not in trash cans will be picked up and removed from the Route throughout the event and with enough frequency to ensure a safe, healthy and inviting event location. Trash may be placed in dumpsters provided by the City at the City's expense.
- L. Food spoils- Vendors who will be preparing food to be sold during the Event may not use City trash cans or dumpsters for food spoils or preparation waste. Such waste must be disposed of off-site.
- M. City shall provide staff to patrol and monitor the Event which occupies City streets. The extent of these services shall be at the sole discretion of the City and shall be at the City's expense.
- N. Licensee shall retain the right to revoke admission to the Event grounds of any person suspected to be in possession of any alcoholic beverages, illegal drugs, weapons, animals, or acting in a manner that may cause alarm to the general public.
- O. Damage - In the event that any property damage is sustained as a result of the Event, Licensee agrees to repair the damage at Licensee's expense.
- P. Pollution Discharge - Licensee shall be responsible for ensuring that Event and all associated activities are operated and maintained in compliance with the provisions of the National Pollution Discharge Elimination System (NPDES).
- Q. Title to Abandoned Property Other Than Trash - All property, including personal property, fixtures and utility installations within the Route, shall, unless removed by Licensee at the conclusion of the Event, be deemed to be abandoned, and shall become property of the City.
- R. Utilities - Unless specifically agreed to in writing, Licensee shall be responsible for all utilities except as provided by the City as part of its co-sponsorship.
- S. Firearms - Firearms and explosives are expressly forbidden. Any employee, vendor, contractor or security personnel who will have a firearm while on the Route must receive special permission from the Chief of Police to do so. Any pyrotechnics or other event oriented explosive devices must be approved ahead of time by City and by Los Angeles County Fire Department.

15.0 INDEMNIFICATION AND INSURANCE.

- A. Licensee shall at its sole expense, maintain in effect at all times during the performance of work and services under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the

State of California.

- B.** Licensee shall indemnify City, its elected officials, officers, employees and representatives, and shall hold City harmless, and shall defend City upon request and tender of defense, against any and all liability and loss, including but not limited to reasonable attorney's fees, which City may incur because of injury to any person or damage to or destruction of any property caused by Licensee, its agents, employees, manager, owners, members, vendors, customers, or invitees.
- C.** Not less than thirty (30) days prior to the start of each Event, Licensee shall submit to the City certificates indicating the Permittee has obtained from insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California insurance policies for not less than the following coverage and limits of insurance:
1. General liability insurance coverage in an amount not less than \$5,000,000 for carnival rides and attractions; and \$1,000,000 for entertainment/fair management.
 2. Workers' compensation coverage as required by law and with employer's liability limits of at least \$1,000,000 per occurrence.
 3. Automobile coverage shall have a combined single limit of not less than \$1,000,000, for injuries arising out of one occurrence, and \$500,000 for property damages. The automobile and comprehensive general liability policies may be combined in a single policy.
 4. Comprehensive General Liability insurance as follows:
 - (a) An endorsement extending coverage to the City, its officers, agents and employees as an additional insured, in the same manner as the named insured, as respects liability arising out of activities related to this agreement.
 - (b) A clause specifying that such insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder.
 - (c) A "Severability of Interest" clause stating that the insurance policy applies to each insured person as if each had a separate insurance.
 - (d) A provision or endorsement stating that such insurance, subject to all of its other terms and conditions, cover the operations of the Permittee pursuant to the terms of this Agreement.
 - (e) If the Permittee allows the participation of children under the age of eighteen years, a policy including coverage of at least \$500,000 per occurrence for liability or claims related to molestation.
 5. As a condition precedent to this Agreement, the Permittee shall maintain such insurance and shall provide to the City such subsequent certificates of

insurance evidencing the continued maintenance of all required policies and endorsements throughout the term of this agreement.

6. The requirements as to the types and limits of insurance to be maintained by the Permittee are not intended to and shall not in any manner limit or qualify the Permittee's liabilities and obligations under this Agreement.
7. Any policy or policies of insurance that the Permittee elects to carry as insurance against loss or damage to its equipment and other personal property used in the event of this Agreement shall include a provision waiving the insurer's right of subrogation against the City.
8. All of the Permittee's policies shall contain an endorsement providing that written notice shall be given to the City at least thirty (30) calendar days prior to cancellation of the policy for any reason.
9. The Permittee shall require any and all subcontractors to provide comparable insurance unless specifically covered under Permittee's policy.
 - (a) Cover all operations and activities of the Permittee pursuant to the terms of this Agreement. AN ACTUAL COPY OF THE BLANKET ADDITIONAL INSURED POLICY LANGUAGE OR ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF LIABILITY INSURANCE.

16.0 COMPLIANCE WITH LAWS AND PARK RULES.

Licensee and all its vendors shall comply with all applicable laws, ordinances, rules and regulations of all governmental agencies, including, without limitation, all City and Park rules and regulations.

17.0 NON-DISCRIMINATION.

The Licensee shall not discriminate as to age, race, creed, gender, gender identity (including gender expression), color, national origin or sexual orientation, marital status, family parental status, disability, religion, veteran/military status, in the event of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

18.0 CITY'S OBLIGATIONS.

Except for the obligations of City specifically set forth in this Agreement, it is intended by the Parties hereto that City shall have no obligation, in any manner whatsoever, to repair and maintain neither the Route, nor any structural improvements located thereon, nor any equipment now or hereafter located therein.

A. Condition of Premises.

Licensee shall accept the Event Area in its condition existing as of the date of the Event immediately preceding occupancy by Licensee or its vendor, customers, employees or agents. Licensee acknowledges that neither City, nor any representative of the City, has made any representation or warranty as to the present of future suitability of the Event Area for the conduct of Licensee's business. Furthermore, City makes no representations as to whether hazardous materials or toxic waste may be located on or near the subject premises.

B. Notification of unsafe conditions.

In the event that the Licensee believes that an unsafe condition exists as a result of its inspection of the Event Area prior to any scheduled Event, it is the responsibility of the Licensee to notify the Director of Community Development of such conditions immediately and ensure that Licensee activities, employees, vendors and members of the public are prevented from entering any area which may be deemed hazardous or unsafe by the Licensee until such conditions may be appropriately corrected.

C. Security Measures.

Licensee acknowledges that nothing in this Agreement obligates the City to provide guard service or other security measures, and that City shall have no obligation whatsoever to provide same. Licensee assumes all responsibility for the protection of Event, its vendors, agents and invitees, from acts of third parties.

D. Restrictions on Vehicular Traffic.

City shall take such measures as may be required to restrict all vehicular traffic during the Total Event Time from the Event Area, and to restrict all vehicular traffic during Preparation Time on Tweedy Boulevard in the Event Area, in accordance with a Traffic Control plan to be prepared and approved by City; provided, however, that such plan shall not restrict access by any emergency vehicles, the operators of which determine that access to, from or through the Event Area during Total Event Time or Preparation Time is necessary for an emergency response.

E. Waiver of License Fees and Certain Inspection Fees.

City hereby waives all business license fees and special permit fees normally required of individual Concessionaires for the Event itself. City shall provide to Licensee, without charge, such inspection services as the Building & Safety Division may require of fairs or carnivals. Licensee shall arrange for all other inspections which are legally required, including, if necessary, health inspections and County Fire Department inspections.

The Department of Public Works allows temporary water use from its system hydrants. An application to obtain a permit to utilize the hydrant is available at City

Hall in the Engineering Division. The fee to use the fire hydrants is \$975 dollars and it requires a \$1,000 dollar deposit (per meter) that will be refunded once City receives the meter back. The backflow device fee will be waived contingent of the backflow devices being returned. If the devices are stolen or damaged, the City will deduct the cost from the deposit.

19.0 RELATIONSHIP OF THE PARTIES.

Licensee shall at all times act as an independent contractor to the City under this Agreement. Nothing in this Agreement shall be constructed as creating a partnership, joint venture, or agent relationship, it being understood that each of the parties hereto is responsible for its own separate debts and obligations. The Licensee shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Licensee, or any of the Licensee's employees or sub-contractors, except as herein set forth, and the Licensee expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, employees or sub-contractors are in any manner employees of the City, it being distinctly understood that the Licensee is and shall at all times remain to the City a wholly independent contractor and the Licensee obligations to the City are solely such as are prescribed by this Agreement.

20.0 NOTICE TO PARTIES.

Any notice required or permitted under this Agreement to be given by either Party may be given by depositing in the United States mail, postage prepaid, first class, a notice addressed as follows:

To City: City of South Gate
8650 California Avenue
South Gate, CA 90280
Attn: Joe Perez
Director of Community Development
(323) [563-9566](tel:563-9566)/jperez@sogate.org

With Courtesy Copy to:
City Clerk's Office
Carmen Avalos, City Clerk
8650 California Avenue
South Gate, CA 90280
Email: cavalos@sogate.org

To Licensee: Tweedy Mile Association
3472 Tweedy Boulevard
South Gate, CA 90280
Evan Greenspan, President
(213) 446-5946
stylinghq@gmail.com

21.0 GENERAL PROVISIONS.

A. Legal Construction.

1. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principals.
2. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. This Agreement shall be construed as though each of the Parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
3. The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
4. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

B. Waiver: Remedies Cumulative.

Failure by a Party to insist upon the event of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

C. Mitigation of Damages.

In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

D. Partial Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

E. Attorneys' Fees.

The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

F. Entire Agreement.

This Agreement constitutes the whole agreement between the City and the Licensee, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Licensee.

G. Severability.

The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provisions hereof.

[Remainder of page left blank intentionally.]

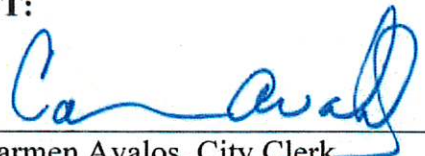
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:

By: 
M. Belén Bernal, Mayor

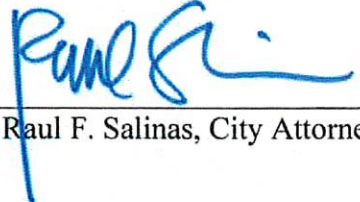
Dated: _____

ATTEST:

By: 
Carmen Avalos, City Clerk

(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, City Attorney

TWEEDY MILE ASSOCIATION:

By: 
Evan Greenspan, President

Dated: 11-12-19