

AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND PACIFIC MARITIME GROUP, INC.

This Agreement ("Agreement") is made and entered into as of April 16, 2024, by and between the City of Redondo Beach, a chartered municipal corporation ("City"), with an office located at 415 Diamond Street, Redondo Beach, CA 90277, and Pacific Maritime Group, Inc., a California corporation, with an office located at 1444 Cesar Chavez Pkwy, San Diego, CA 92113 ("Pacific Maritime").

WHEREAS, the City has entered into a separate agreement with Garden State Fireworks, Inc. (Garden State Fireworks) dated April 16, 2024 ("City Agreement") for the provision of fireworks display services, in which Garden State Fireworks has subcontracted the barge services to the Pacific Maritime; and

WHEREAS, to ensure the reliability and accountability of the barge services, the City desires to engage Pacific Maritime directly to assume liability for its services and performance.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services: Pacific Maritime Group agrees to perform all barge services necessary for the execution of the fireworks display as described in the City Agreement, and hereby incorporated by reference. Pacific Maritime Group shall not be held responsible for any performance or nonperformance by Garden State Fireworks under the City Agreement.
2. Direct Liability: Pacific Maritime Group expressly assumes direct liability for any non-performance, failure, or other breach of duties associated with the services to be provided under the City Agreement. Pacific Maritime Group agrees to reimburse the City for any and all damages resulting from such non-performance or breach.
3. Insurance and Third-Party Beneficiary:
 - a. Pacific Maritime Group shall name the City as an additional insured on all relevant insurance policies, which shall provide comprehensive coverage against any claims, damages, or losses.
 - b. Pacific Maritime Group shall include the City as a third-party beneficiary to guarantee performance of the services described herein.
4. Acknowledgement of Payment: Pacific Maritime Group acknowledges and agrees that all payment for services described herein to Pacific Maritime Group shall be made by Garden State Fireworks. Pacific Maritime Group further acknowledges and agrees that it shall have no claim for payment from the City.
5. Indemnification: Pacific Maritime Group agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, and agents from and against any

claims, damages, liabilities, and expenses arising from Pacific Maritime Group's performance or failure to perform as specified under this Agreement.

6. Term and Termination:

- a. This Agreement is effective as of April 16, 2024 and shall continue until the successful completion of the fireworks event, unless sooner terminated by either party with thirty (30) days written notice.
- b. In the event of termination, Pacific Maritime Group shall be responsible for any costs or damages incurred by the City as a result of such termination.

7. Miscellaneous:

- a. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements.
- b. Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 16^h day of April, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

PACIFIC MARITIME GROUP, INC.,
a California corporation

James A. Light, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney