



Administrative Report

N.3., File # 21-2364

Meeting Date: 5/4/2021

To: MAYOR AND CITY COUNCIL

From: LAURIE KOIKE, INTERIM COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION AND POSSIBLE ACTION REGARDING THE CITY'S 4TH OF JULY DISPLAY AND ADDITIONAL PROPOSED SPECIAL EVENTS IN REDONDO BEACH ON JULY 4, 2021

EXECUTIVE SUMMARY

On April 5, 2021 LA County moved into the less restrictive Orange Tier. On April 6, 2021 Governor Newsom announced that, based on California's low rate of positive COVID-19 case rates and increasing vaccination rates, schools and businesses would be able to full re-open at their pre-pandemic capacities starting June 15, 2021. Due to the expanded re-opening of LA County, an administrative report on options for a 4th of July fireworks show was brought to Council on April 13, 2021. Council was asked to consider various options regarding a possible 4th of July fireworks display in the harbor area, which included: 1) skipping the event for another year; 2) holding land-based fireworks launched near Seaside Lagoon; and 3) barge-launched fireworks from the harbor with or without an event at Seaside Lagoon. Council's decision was to select the land-based display option since it does not entail the use or expense of a barge. Staff was also asked to bring back additional quotes for fireworks displays.

At the April 13, 2021 meeting Jeff Ginsburg, President of the Riviera Village Association ("RVA"), spoke about their interest in hosting an offshore 4th of July fireworks display off of Avenue I. On April 20, 2021, the RVA Board voted to move forward with plans for a 4th of July event. In addition to the fireworks, the RVA plans to host 4th of July Fireworks & Festival for a FUN21, an all-day event on Avenue I between Catalina Avenue and the Esplanade that would include a music stage, beer garden and food vendors. A Special Events Application for the RVA 4th of July event was received on April 29, 2021 but has not yet been reviewed by the Special Events Committee. The RVA is requesting City approval for the event and a fee waiver for police and fire services. It should be noted that the Village Runner will submit a separate Special Events Application for its annual 4th of July (in person) 5k Run. Since the 5k will also impact City services, the estimated costs associated with this event is included in this report and will be the responsibility of the applicant.

Historically on the 4th of July, the impact on City services is significant with Public Works, Police and Fire Departments working from early morning to late in the evening to maintain crowds and traffic and to address illegal fireworks throughout the City. Staff is looking for direction from Council on how to proceed with the City-sponsored 4th of July fireworks display and proposed Riviera Village Association fireworks display event.

Public Works:

- **City-sponsored fireworks:** Estimate of \$36,000 for Public Works staff to set-up and breakdown all traffic control (barricades, cones, message boards and arrow boards).
- **RVA fireworks:** Since public works does not have enough staff or equipment to support two fireworks displays, the RVA would be responsible to provide barricades and all traffic control. The City would require, and approve, that the traffic plan be performed by a qualified traffic control contractor. The cost would be the responsibility of the RVA.
- **RVA 5k Run:** Estimate of \$5,000 for Public Works to provide trucks and personnel for blocking roadways . This cost would be the responsibility of the sponsor, Village Runner.

Fire Department:

- Traditionally the Fire Department has not staffed additional resources outside of the fireworks enforcement team and Deputy Fire Marshal on the 4th of July.
- **City-sponsored fireworks:** Estimate of \$2,765.90 for an illegal fireworks enforcement team and Deputy Fire Marshal to inspect and supervise special events.
- **RVA fireworks:** Estimate of \$1,015.94 for an additional fire engine that will be deployed for six hours due to anticipated traffic congestion.

Police Department:

- **City-sponsored fireworks:** Estimate of \$25,000 for extra staffing for the beach and harbor area and traffic control. Factors to consider include:
 - Need to have Increased police staffing to monitor the event
 - Traffic control and congestion concerns
 - Uncertainty of the crowd size as articulated previously (other events, weather, etc.)
 - Event hours
 - ***Other negative externalities:***
 - Increased maintenance costs for bicycle safety equipment, training and repair
 - Fatigue factor for following day(s)
- **RVA Event:** Estimate of \$7400 for increased staffing and traffic control. Factors to consider include:
 - Increased police staffing event
 - Sales of alcohol
 - Live music - noise and crowd
 - Traffic control and congestion concerns

- Uncertainty of the crowd size as articulated previously (other events, weather, etc.)
 - Size of event footprint (see 2016 Riviera Village Summer Festival for example)
 - Event hours
- **RVA 5k Run:** Estimate of \$9,400 for this event, which requires approximately 60 traffic control and security positions. This cost would be the responsibility of the sponsor, Village Runner. Factors to consider include:
 - Approximately 17 of these positions have been staffed by volunteers who may not be available due to COVID-19
 - These positions need to be staffed by contract traffic control services provided by TMI or other suitable vendor of choice

Early event start time:

 - police personnel need to be on-duty at 5 am to tow vehicles, inspect the course and brief the working participants
 - 5 am start time makes the 16-hour maximum work period for these personnel expire at 10 pm
 - Increase traffic control costs due to the inability to use City PW vehicles as barriers which will require the use of other traffic control implements (provided by contract vendor) to prevent the use of a vehicle as a weapon of mass destruction (see 2016 Nice France truck incident)
- **All of the proposed events are complicated by the following factors:**
 - On-going COVID-19 emergency order conditions that will continue to require social distancing even if limits on crowd size are eased
 - Need to prevent co-mingling of personnel due to concern over possible COVID-19 transmission
 - Unpredictable nature of available staffing levels due to COVID-19
 - Unique draw - likely to bring large crowds
 - Availability for other area events
 - Weather conditions and impacts on crowd size
 - Availability of other police resources (LASD) to provide assistance - inquiry sent about availability of services
 - April 2020 California Department of Alcoholic Beverage Control - Notice of Regulatory Relief that allows licensed bars and restaurants to make off-sale/walk out alcohol sales

Staff is looking for direction from Council on how to proceed with the City-sponsored 4th of July fireworks display and proposed Riviera Village Association 4th of July Fireworks & Festival.

COORDINATION

The Community Services Department coordinated this report with the City Manager's Office. Public Works and the Police and Fire Departments provided information on the potential impact of 4th of July

events on City services and costs. The Waterfront and Economic Development Department also contributed to this report.

FISCAL IMPACT

City-sponsored 4th of July fireworks: Funding for the land-based fireworks display is historically funded from the current fiscal year budget. If Council decides to move forward with the 4th of July fireworks display, a FY2020-2021 budget modification appropriating funding from the Tidelands Fund to the Community Services Department may be required. In addition to the cost of the fireworks display, it is estimated that the cost of public safety services is \$63,765.

Riviera Village Association 4th of July fireworks event: Although the RVA will cover the costs of the offshore fireworks event, there will also be expenses related to public safety services, which is estimated at \$8,415. The RVA is requesting City approval for the event and a fee waiver for police and fire services.

4th of July 5k Run: There is an estimated cost of \$14,000 for public safety services for this event. These costs would be the responsibility of the special event applicant.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

April 13, 2021 Fireworks Staff Report

Fireworks Proposals: Exposhow, Inc and Pyro Spectaculars

RVA Special Event Application



Administrative Report

N.3., File # 21-2282

Meeting Date: 4/13/2021

To: MAYOR AND CITY COUNCIL
From: LAURIE KOIKE, INTERIM COMMUNITY SERVICES DIRECTOR

TITLE

DISCUSSION, CONSIDERATION, AND DIRECTION REGARDING WHETHER TO PROCEED WITH A 4TH OF JULY FIREWORKS DISPLAY OR FIREWORKS SPECIAL EVENT

EXECUTIVE SUMMARY

Historically, the City of Redondo Beach ("the City") has hosted an annual 4th of July fireworks display as part of its Independence Day Celebration at Seaside Lagoon. The ticket-based special event would typically include a DeeJay that plays popular and event-themed music, interactive arts and crafts as well as games for the family. The fireworks are launched from a barge located immediately outside of the breakwall.

Due to the Covid-19 pandemic and prohibition of all gatherings in March 2020, and as part of both the City Manager Proclamation of a Local Emergency and the Countywide Order by the County of Los Angeles Department of Public Health ("LACDPH"), Redondo Beach did not host a 4th of July fireworks event in 2020.

On April 5, 2021 LA County moved into the less restrictive Orange Tier. On April 6, 2021 Governor Newsom announced that, based on California's low rate of positive COVID-19 case rates and increasing vaccination rates, schools and businesses would be able to fully re-open at their pre-pandemic capacities starting June 15, 2021. The State has indicated they are going to allow outdoor events and private gatherings starting April 15, 2021 but the County is still in the process of clarifying protocols.

For Council's consideration is a range of options for the 4th of July that includes:

- 1) Skipping the event for another year;
- 2) Barge-launched fireworks display with no event at Seaside Lagoon;
- 3) Barge-launched fireworks display combined with an event at Seaside Lagoon; or
- 4) Land-based fireworks launched from area near the small hand launch

The City would contract with ExpoShows, Inc., ("ExpoShows") the City's fireworks vendor. In order for Redondo Beach to secure a fireworks display and barge, ExpoShows needs confirmation shortly after the April 20, 2021 City Council Meeting.

If unforeseen circumstances occur that would prohibit the fireworks display from taking place, such as another Covid-19 surge, the City would not be penalized by ExpoShows for the cost of the fireworks display, as long as the event is re-scheduled. The majority of the barge costs (\$25,000) comes from Pacific Tugboat Service and may only be partially refundable depending on the cancellation period prior to the event. At this time, staff is looking for direction from Council regarding a potential fireworks display or event at the harbor for the 4th of July.

BACKGROUND

On April 5, 2021 LA County moved into the less restrictive Orange Tier. According to the LACDPH website, COVID-19 case rates, hospitalizations, and deaths continue to fall, but community spread still remains moderate. On April 6, 2021 Governor Newsom announced that, based on California's low rate of positive COVID-19 case rates and increasing vaccination rates, schools and businesses should be able to fully re-open at their pre-pandemic capacities starting June 15, 2021. The State has indicated they are going to allow outdoor events and private gatherings starting April 15, 2021 but the County is still in the process of clarifying protocols.

For Council's consideration is a range of options for the 4th of July that includes:

1) Skipping the event for another year;

2) Barge-launched fireworks display with no event at Seaside Lagoon;

- \$62,000 for traditional show in the harbor; includes \$31,000 in total barge costs
- \$79,500 for larger offshore show with increased spectator visibility; includes \$31,000 in total barge costs

3) Barge-launched fireworks display combined with an event at Seaside Lagoon;

- \$62,000 for traditional show in the harbor; includes \$31,000 in total barge costs
- \$79,500 for larger offshore show with increased spectator visibility; includes \$31,000 in total barge costs
- Plus estimated \$7,500 of additional costs for DeeJay, interactive arts and other activities

4) Land-based Lagoon fireworks launched from area near the small hand launch with no event.

- Cost: \$29,500 (no barge costs)

The City would contract with ExpoShows, Inc., the City's fireworks vendor. At this time ExpoShows is working with multiple nearby municipalities; many are waiting to see how the County protocols will impact a potential fireworks display. In order for Redondo Beach to secure a fireworks display, ExpoShows needs confirmation shortly after the April 20, 2021 City Council Meeting.

If unforeseen circumstances occur that would prohibit the fireworks display from taking place, such as another Covid-19 surge or revised County guidelines, the City would not be penalized by ExpoShows for the cost of the fireworks display, as long as the event is re-scheduled. The majority of the barge costs (\$25,000) comes from Pacific Tugboat Service and may only be partially refundable depending on the cancellation period prior to the event:

Cancellation period (from Date of Event)	45 days	44 -30 days	29 - 15 days	14-8 days	7-1 days	Day of
Refundable Percentage of Contract Total	100%	90%	75%	50%	25%	0%

COORDINATION

The Community Services Department coordinated this report with the City Manager's Office. If a 4th of July fireworks display or event is approved, Community Services will work with public safety and the Waterfront and Economic Development Department.

FISCAL IMPACT

Funding for the July 4th fireworks event is historically funded from the current fiscal year budget. If Council decides to move forward with a fireworks display or event, a FY2020-2021 budget modification appropriating funding from the Tidelands Fund to the Community Services Department may be required.

APPROVED BY:

Joe Hoefgen, City Manager

ATTACHMENTS

Proposal for 2021 4th of July Fireworks Display - Exposhow, Inc.

Exposhow Inc,
7 April, 2021

Proposal for

2021 City of Redondo Beach Fireworks Display
Sunday, 4 July



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Exposhow Inc.

2455 190th Street Suite G
Redondo Beach, CA 90278 USA

Laurie Koike
Interim Community Services Director
City of Redondo Beach
1922 Artesia Blvd.
Redondo Beach CA 90278

Dear Laurie,

Exposhow is excited about the opportunity to work with the 2021 City of Redondo Beach Fireworks on July 4. A fantastic show is as important to us as it is to the City and the entire community. Increased barge and insurance related operating costs remain the elephant in the room. Attached are associated display costs and details for three proposed show options.

For 2021, A landbased LAGOON Option eliminates barge costs. All Marina Parking lots still remain open with drive-in viewing options and 3" -5" shells launched with high visibility in the Marina, Pier and surrounding area. HARBOR Option keeps with the traditional display format and was the scheduled show for July 4, 2020. We are always open to review any alternative suggestions.

An OFFSHORE Option supersedes the show for viewing up and down the Beach with bigger guns, hundreds of 6" shells, and dozens of 8" and 10" shells. All options feature a light up the sky finale incorporates over 500 shells to conclude the 22 minute show.

Exposhow is a public fireworks display company staffed by pyrotechnic professionals with many years of outdoor aerial display, theatrical and special effects experience. Past events include stadium shows, theme parks indoor venues and special effects. No incidents involving any injury or death to audience members, property damage or any safety violations have ever occurred with our company. A safety record that stands alone among

Exposhow has what it takes to continue to bring the safest, biggest and most exciting show ever to The City of Redondo Beach Fireworks. Our value added services ensure your expectations will be exceeded. Thank you for your consideration.

Sincerely,

David MacCormick, CMP
VP Sales
Exposhow Inc.

I. Summary

Exposhow's, a professional Fireworks Display Company, is a California corporation based in Redondo Beach and well experienced in Los Angeles County. Exposhow's would like the opportunity to be selected as the vendor to operate the 2021 City of Redondo Beach July 4th Fireworks near the Redondo Pier

Fireworks capture the Spirit of America and create an event that brings families together as a community.

II. Introduction

Exposhow's was founded by pyrotechnic and meeting-planning professionals with over 30 years of experience to provide a local firework Display Company for community events and private celebrations.

"Our business defines success by making people smile, never compromising on issues of safety and consistently over delivering results. There are many ways to the same place but no such thing as staying the same. If we are not moving forward, we are falling behind."

- Exposhow's Inc.-

III. Event Outline

The 2021 City of Redondo Beach July 4th Fireworks is scheduled for the evening of Sunday, July 4, at 9:00 p.m. or TBA. Primary spectators are in the proximity of the Redondo Beach Marina and Pier with additional viewing locations north and south of the Pier.

Three options are outlined. Aerial fireworks staging and launch site is from a land based location proximate to the Lagoon or a barge located 200 yards offshore, adjacent to the breakwater and 600 feet from the closest spectators. Depending on option selected, proximity of the viewing audience and structures allow the maximum size shell that can be fired safely to be from 5" to 10". Fallout traditionally occurs southeast of the firing site. Runtime of the fireworks program is 22 minutes and choreographed to an approved soundtrack.

The three options and Display elements are outlined on the page following and incorporate single shot aerial breaking shells, multibreaks, chained shells and multishot devices. Load in and setup of the barge option(s) will be done Jun 30th-Jul 3rd in the Port of Los Angeles / Long Beach. Equipment strike will be conducted following return of the marine vessel to the port. Load in, setup and strike of the LAGOON option will be executed July 3rd-5th.

IV. Display Elements and Shell Count

Three shell count and device options are listed. LAGOON, HARBOR & OFFSHORE. Selected option will be sent with permit filings for review and approval by the Authority with Jurisdiction. (RBFD). LAGOON Option is primarily a landside show with marine platform costs but does **not** have associated HARBOR OR OFFSHORE barge or mooring fee costs. HARBOR Option was the shell count and scheduled display for July 4th, 2020

Additional specialty custom shells are used to enhance the audience experience. These shells are made in the United States. Exposhow is proud to support American manufacturers whenever possible.

Shell Size /Effect / Device	Shell Count		
Aerial Barrage Opening	LAGOON	HARBOR	OFFSHORE
3" Display Shells	10	10	10
4" Display Shells	4	15	4
5" Display Shells	2	10	3
6" Display Shells		1	2
Aerial Main Display			
Multishot Devices (Water Cakes)	(192 Shots)	(192 Shots)	
3" Main Display Shells	288	215	200
4" Main Display Shells	288	225	200
5" Main Display Shells	100	240	200
6" Main Display Shells		50	100
8" Main Display Shells		4	16
10" Main Display Shells			20
Aerial Grand Finale			
3" Shells (Chain Finale)	360	240	260
4" Shells (Chain Finale)	100	64	100
5" Display Shells	40	38	100
6" Display Shells		27	100
8" Display Shells		2	4
10" Display Shells			3
Total Shell Count / Run Time / Price	Summary Total		
Breaking Shell Total*	1192*	1141*	1322*
Main Display Shells (Lift Rate Average)	38/ min	40/min	41/ min
Finale Run Time	2 ½ min	2 min	3 min
Total Show Run Time	22 min	22 min	23 min
Total Display Price	\$26,500	\$31,000	\$48,500
Barge / Mooring/ USL&H Cost	\$3,000**	\$31,000	\$31,000
Total Display Cost	\$29,500	\$62,000	\$79,500

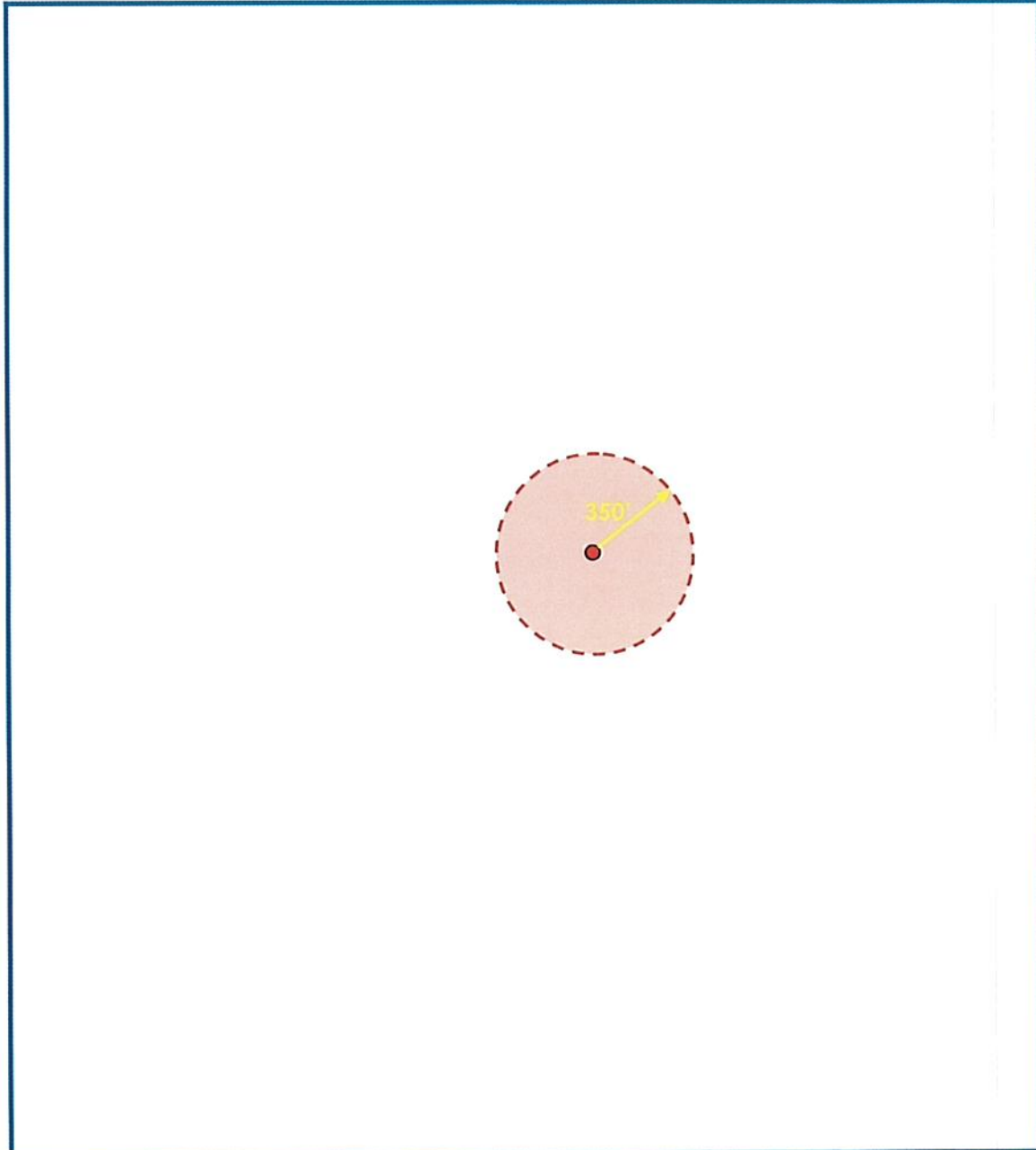
*As an operating standard and value added feature, Exposhow displays and permit filings have additional product above listed total count to ensure compliance with contracted minimum shell count.

**If (an optional) marine platform is used for 5" shells, it adds to the Total Display Price.

Plot Map I and Firing Site Location

200 Portofino Way Adjacent Redondo Beach CA 90277

(Measurements verified on site w/Simmons L600 Rangefinder 4/5/21)



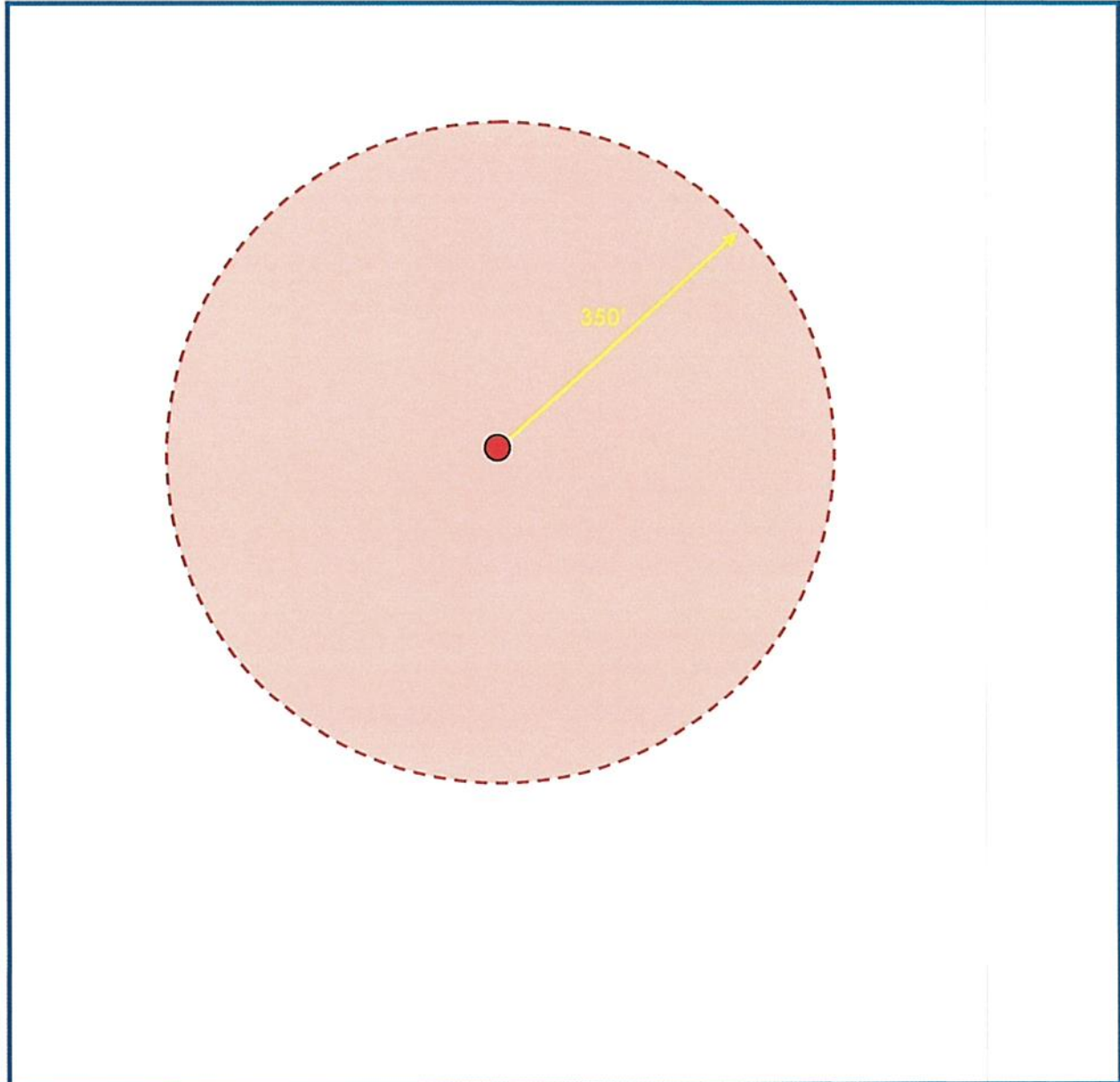
Plot Map I 33° 50' 36.54" North Lat 118° 23' 39.08" West Long Elevation 0'

- Launch Site - 5" Shell Minimum Safety Zone Radius (350')
(Jetty adjacent to Public Hand Launch Ramp and Dock)

Allows all parking lots to remain open except First Row between Samba's & Lagoon with no barge costs incurred. Shells are angled to the West to further increase safety distances on shell bursts and fallout. A Pontoon marine barge may be used to launch additional 5" or 6" shells.

Plot Map II and Firing Site Detail

200 Portofino Way Adjacent Redondo Beach CA 90277



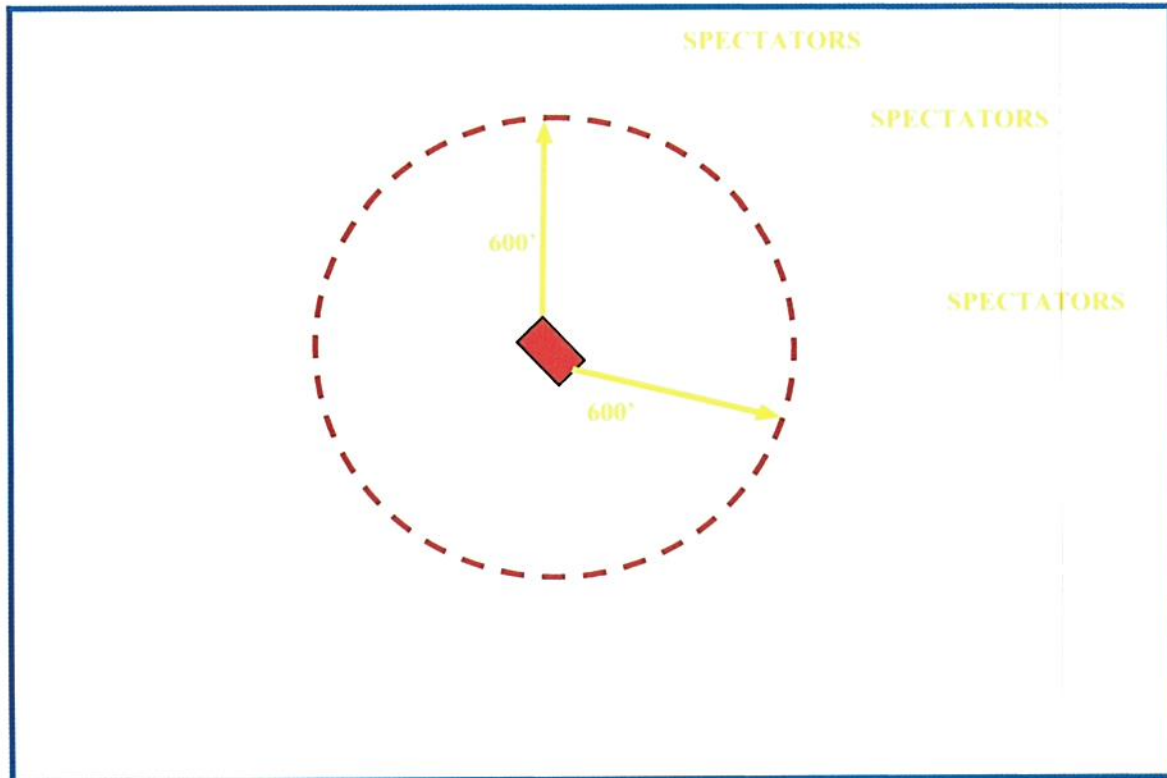
Plot Map II 33° 50' 36.54" North Lat 118° 23' 39.08" West Long Elevation 0'

- Launch Site - 5" Shell Minimum Safety Zone Radius (350')
(Jetty adjacent to Public Hand Launch Ramp and Dock)

Allows all parking lots to remain open except First Row between Samba's & Lagoon with no barge costs incurred. Launch Site will be protected with fire suppression units. Shells are angled to the West to further increase safety distances on shell bursts and fallout. A Pontoon marine barge may be used to launch 5" or 6" shells if all parking lots must remain open

Plot Map III / Firing Site Location

Redondo Beach Breakwater, Redondo Beach CA 90277

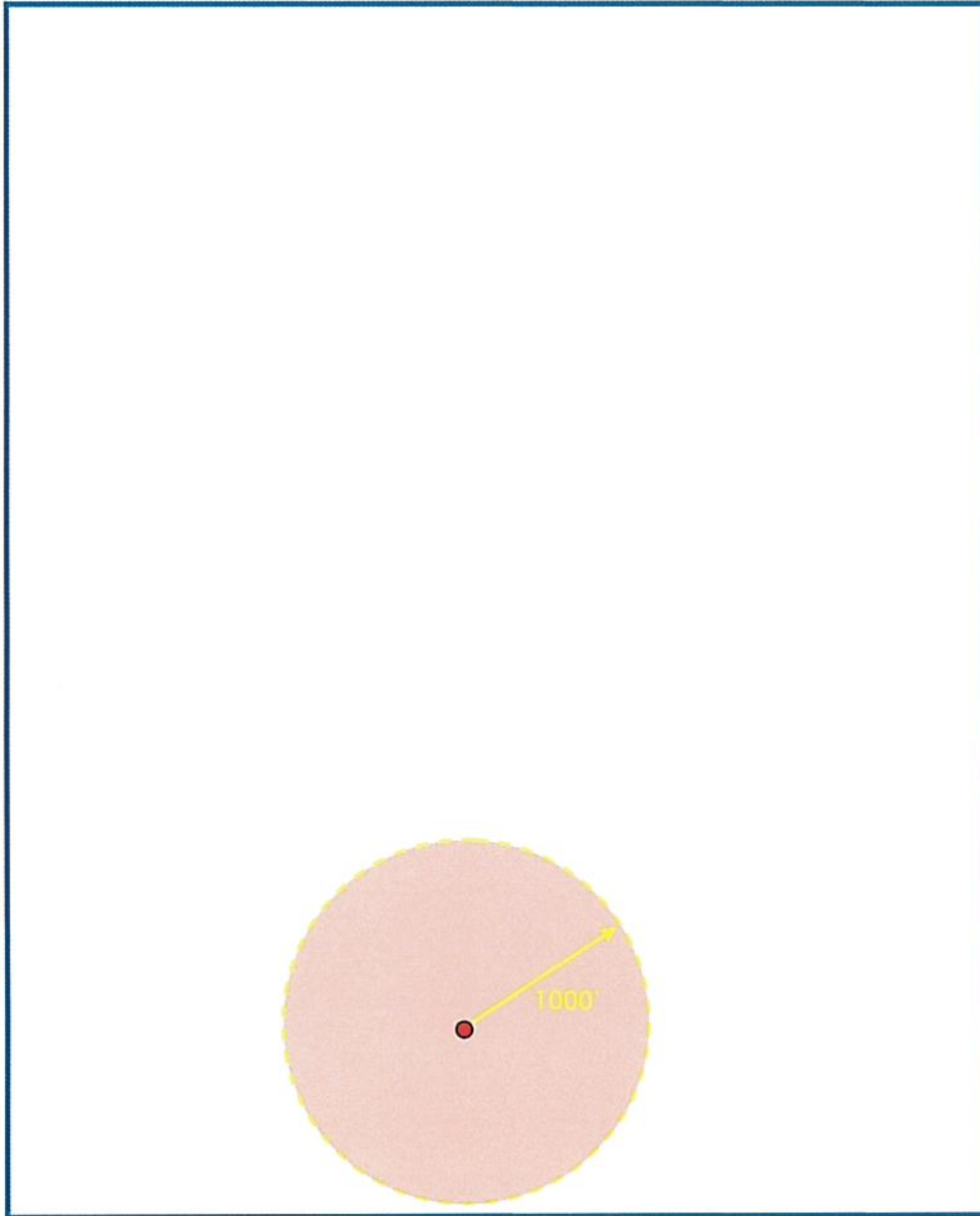


Plot Map III 33° 50' 31.178" North Lat 118° 23' 44.941" West Long Elevation 0'
Launch Site - 8" Shell Minimum Safety Zone Radius (560')

Support Vessels include Redondo Beach Fire Dept Harbor Patrol Fireboats (2) and LA County Fire Dept Lifeguard Vessels.

Plot Map IV and Firing Site Location

100 Fishermans Wharf Adjacent Redondo Beach CA 90277



Plot Map IV 33° 50' 19.19" N Lat 118° 23' 42.96" W Long Elevation 0'
● Launch Site – Exceeds 10" Shell Minimum Safety Zone Radius (700')

Pacific Tugboat Service**San Diego**
Long Beach(619) 533-7932
(562) 590-8188P.O. Box 12787, San Diego, CA 92112-3788
1444 Cesar E. Chavez Pkwy. San Diego, Ca 92113
1512 West Pier C Street, Long Beach, CA 90813David MacCormick
Exposhows Inc.
(310) 864-9616

Subject: Redondo Beach 2021 Fireworks

Mr. David MacCormick,

I would like to thank you for the opportunity to provide you with pricing for this year's 4th of July fireworks barge. The fireworks barge will be available for loading on June 28, 2021 at our facility in Long Beach. Included in this proposal is the following:

Inclusions

- Tugboat
- Barge
- Yard
- Labor
- VTIS Fees
- Safety Equipment
- Admin/ Coordination fee
- Fuel

Pricing

- \$ 25,000

Mooring Cost from Marine Tech \$3,500**SCIF USL&H Jones Act Labor Cost \$2,500****Terms**

- Deposit of \$12,500 due by April 15th, 2021

Total Barge Cost \$31,000

- Balance of \$12,500 is due by May 15TH, 2021

Cancellation policy.

The following fee schedule will apply should the Customer elect to cancel this display.

Cancellation period (from Date of Event)	45 days	44 -30 days	29 - 15 days	14-8 days	7-1 days	Day of
Refundable Percentage of Contract Total	100%	90%	75%	50%	25%	0%

Moorings on scene provided by customer.

To activate this quote please sign below and return acknowledging the pricing and our terms and conditions.

Our full T & C's are available at <https://www.pacificmaritimegroup.com/general-terms-and-conditions/>

Best Regards,

Best Regards,

Robbie Adair

Business Development Coordinator
M- 951-287-8488
Robbie@pacifictugboats.com

Acknowledged: _____

VIII. Reference and Endorsements

Bold indicates multiyear recent Barge Display Sponsor (2017-2020) or Fire Authority

City of Redondo Beach - Community Services Director John LaRock (310) 618-2937
Los Angeles County Beaches & Harbors Marina del Rey - Catrina Love (424) 526-7874
City of Avalon – Community Services Director Dan Hunke (310) 701-4153
Malibu Colony Fireworks - Malibu Colony Association (contact info avail on request)
US Navy Fleet Week Los Angeles -LA City Fire Inspector John Williams (213) 978-3650
Two Harbors, Catalina Island – Event Director Leslie Boutillier (310) 510-4249
Pacific Palisades - Bel Air Bay Club - Director Bill Howard (310) 339-9294
Battleship USS Iowa Jonathan Williams (877) 446-9261
Los Angeles County Fire Dept - Barge Display Fire Inspector Gary Black (310) 510-0424
City of Tavares, FL - Community Services Director Scott Aldrich (352) 516-4202
City of Tavares,FL - Fire Captain Buddy Luckock (352) 516-4876
City of Beverly Hills - Special Events Director Magdalena Davis (310) 285-1098
City of Fillmore - Fire Chief Keith Gurrola (805) 524-1500
City of Lynwood - Recreation Services Director Rozie Carrillo (310) 603-0220 x-225
City of Truckee, CA Fire Protection District - Fire Marshal Kevin McKechnie (530) 582-7855
Six Flags Magic Mountain - Entertainment Director Pam Bugbee (661) 255-4810
Village of Palm Springs, FL - Parks & Rec Supervisor Leanna Collazo (561) 964-8820
Palm Beach County, FL Fire Rescue - Inspector Robert Perez (561) 304-4860
Crazy Mountain Ranch, Montana - Manager Jon Delaurier (406) 686-9099
State of Montana – Deputy State Fire Marshal Sally McKenna (406) 896-4388
Santa Monica Beach Club - Event Director Jeannie Mai (310) 395-3254
LA County Fire Dept. – Fire Prevention / Firework Permits Amy Mawson (323) 890-4122
Riverside County Fire Marshal - Deputy Marshal Sonia Cooley (760) 863-8886
City of Downey Fire Inspector Lee Kirby (562) 904-7348
Orange County Fire Authority - Fire Inspector Darren Johnson (714) 402-3103
City of Murrieta Recreation Services Event Director – Laura Frasso (951) 461-6110
Palm Beach County Fire Rescue. - Captain Kathi Greenia (561) 616-7000
City of Fountain Valley Fire Department – Deputy Fire Marshal Adria Smith (714) 397-1734
City of Newport Beach Fire Department - Fire Inspector Steve Michael (949) 644-3110

PYRO SPECTACULARS

by Souza®

2021 Pyrotechnic Proposal



City of Redondo Beach

July 4, 2021

April 28, 2021

City of Redondo Beach
Laurie Koike
1922 Artesia Blvd.
Redondo Beach, CA 90278

Dear Ms. Koike,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 4, 2021 event. The following proposal outlines your custom designed **Sky Concert™** Program "A" for the amount of \$30,000.00. The various fireworks elements provided are prepared to shoot from the Road Adjacent to Seaside Lagoon for approximately 20 minutes.

Our full service program includes necessary preproduction services, the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and pyrotechnic safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of the fully executed agreement returned to our office by May 14, 2021 along with your initial payment and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call me or your Customer Service Representative Marco Montenegro (909) 355-8120 ext. 239.

Sincerely,

PYRO SPECTACULARS, INC.



Aaron Beargeon

PYRO Show Producer

/ab

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813



www.pyrospec.com



Product Synopsis • Pyrotechnic Proposal

City of Redondo Beach

PROGRAM A – July 4, 2021

\$30,000.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
♦ 3" Souza Designer Selections	260
♦ 4" Souza Designer Selections	150
♦ 5" Souza Designer Selections	96

Total of Main Body - Aerial Shells 506

Grand Finale

<u>Description</u>	<u>Quantity</u>
♦ 2.5" Souza Designer Bombardment Shells	108
♦ 3" Souza Designer Bombardment Shells	110
♦ 4" Souza Designer Bombardment Shells	60
♦ 5" Souza Designer Bombardment Shells	18

Total of Grand Finale 296

Grand Total 802

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.



PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2021, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Redondo Beach**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 4, 2021**, at approximately **9:00 PM**, at **Road adjacent to Seaside Lagoon, 200 Portofino Way, Redondo Beach, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of **\$30,000.00 USD (THIRTY THOUSAND DOLLARS)** ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee **\$15,000.00 USD (FIFTEEN THOUSAND DOLLARS)** plus estimated permit and standby fees, and other regulatory costs approximated at **\$00.00 OR an amount to be determined**, for a total of **\$15,000.00**, upon the execution of this Agreement by both parties but no later than **May 14, 2021**. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs"). The balance of the Fee shall be paid no later than **July 5, 2021**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to PYRO, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all nonnal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Redondo Beach Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect nonnal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Redondo Beach, 1922 Artesia Blvd., Redondo Beach, CA 90278.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Redondo Beach
Program #A
July 4, 2021
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 14, 2021
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Redondo Beach

By: 

By: _____

Its: President

Its: _____

Print Name

SHOW PRODUCER: Aaron Beargeon

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Redondo Beach
("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2021, at approximately 9:00 PM at Road Adjacent to Seaside Lagoon; 200 Portofino Way, Redondo Beach, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$2,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

P.O. Box 2329 • Rialto, CA 92377 • (909) 355-8120

DATE	INVOICE #
04/28/2021	100

BILL TO
Redondo Beach, City of 1922 Artesia Blvd. Redondo Beach, CA 90278

SHIP TO

P.O. NO.	TERMS
	DUE: 05/14/2021

DESCRIPTION	AMOUNT
INITIAL PRODUCTION FEE FOR SPECIAL FIREWORKS DISPLAY ON July 04, 2021 PERMIT FEE PAYMENT DUE: May 14, 2021 FINAL PAYMENT DUE WILL BE INVOICED AT A LATER DATE	\$15,000.00
Total	\$15,000.00



CITY OF REDONDO BEACH
APPLICATION FOR SPECIAL EVENT

Submit completed application to:

City of Redondo Beach, Attention: Margaret Wood
Phone: 310-372-1171, Ext. 3466 Fax 310-798-8273
1922 Artesia Blvd, Redondo Beach, 90278
E-Mail margareet.wood@redondo.org
Processing Fee: Non-Profit Applicants \$50.00
For-Profit Applicants \$150.00

I. APPLICANT & EVENT INFORMATION

A. Title of Event 4th of July Fireworks & Festival for a FUN 21 :)

B. Date & Time of Event 7/4/21 11am thru 10pm

C. EVENT SPONSOR Riviera Village Association

Contact Name Jeff Ginsburg Address 1799 S Catalina Ave Unit RVA

Day Phone (____) _____ Cell Phone (310) 462-3221

Fax (____) _____ E- Mail jeffginsburg@nsicorp.net

Authorizing Signature JEFFREY GINSBURG Date 04/29/2021
2021.04.29 16:16:21 -07'00'

Print Name and Title in Organization Jeff Ginsburg - President

D. ORGANIZER/PROMOTER INFORMATION

Contact Name Pending... (Likely Michael Bell) Address _____

Day Phone (____) _____ Cell Phone (____) _____

Fax (____) _____ E- Mail _____

Authorizing Signature _____ Date _____

Print Name and Title in Company _____

II. DETAILS OF THE EVENT

- A. Title of Event 4th of July Fireworks & Festival for a FUN 21 :)
- B. Location of Event Riviera Village (Avenue I between Catalina Ave & Esplanade)
- C. List Setup and Strike Dates/Times

Set up Dates	Set up Times	Strike Dates	Strike Times
7/4/21	10am	7/4/21	11:30pm

List Event Dates/Times

Event Dates	Event Times
7/4/21	11am thru 10pm

- D. Description of Event Barge Fireworks & Festival/Viewing from Avenue I in the Riviera Village
- E. Raises Funds for Riviera Village Association to offset costs of the event
- F. Anticipated Attendance (number) Adults 2,000 Youth 500
- G. What percentage of attendees will be residents of Redondo Beach? 80%
- H. Admission or Entry Fees Free to public or VIP entry with \$50 donation
- I. Parking Arrangements Local parking, UBER/LYFT/Taxi dropoff

III. CITY SERVICES AND PERSONNEL

Describe types, times and location of any requested City services and/or variances from normal traffic, parking, City Ordinances, etc.

Music stage/beer garden/festival area on Avenue I between Catalina Ave & Esplanade to be overseen via Private Security like is done annually for Summer Festival.

IV. ELEMENTS: CHECK ALL THAT APPLY TO YOUR EVENT

<input checked="" type="checkbox"/>	Amplified Sound (police)	<input type="checkbox"/>	Celebrities (police)	<input type="checkbox"/>	Banners/Balloons
<input checked="" type="checkbox"/>	Food	<input checked="" type="checkbox"/>	Ticket sales	<input type="checkbox"/>	Raffle
<input checked="" type="checkbox"/>	Alcohol	<input checked="" type="checkbox"/>	Stage or risers	<input type="checkbox"/>	Access to water
<input checked="" type="checkbox"/>	Street Closure	<input checked="" type="checkbox"/>	Tent	<input checked="" type="checkbox"/>	Booths
<input checked="" type="checkbox"/>	Access to electric	<input checked="" type="checkbox"/>	Security	<input checked="" type="checkbox"/>	Barbecue
<input type="checkbox"/>	Animals/Rides	<input type="checkbox"/>	Refueler Unit	<input checked="" type="checkbox"/>	Generator
<input type="checkbox"/>	Other: explain	<input checked="" type="checkbox"/>	Portable restrooms unit		

V. SITE PLAN AND EQUIPMENT LAYOUT

Attach a detailed site plan depicting the event's layout, e.g. route map, equipment, parking, alcoholic and non-alcoholic concession areas, food concession areas, tables, seating, tents, canopies, stages, signs, banners, parking and traffic routes, sound amplification systems, etc. Anytime the public Right-of-Way is impacted due to activities, you are required to submit Temporary Traffic Control Plans to the City Engineer and/or his representative for approval. The applicant shall provide, at applicant's sole cost, all the barricades, delineation, traffic signs and any other required traffic controls necessary. All signs, delineators, barricades, etc. and their installation shall conform to the State of California Standard Specifications & the current edition of the California Manual on Uniform Traffic Control Devices (MUTCD). Include other materials to assist in providing visual clarification of the event.

Flammable materials (e.g. tent) or cooking equipment will require the approval of the City Fire Department and possibly the County Health Department. Stages, displays, tents and power arrangements will require review by the Building Department. Sound amplification must be permitted by the Chief of Police. City permit for alcohol sales will be contingent upon receiving a copy of your State ABC Permit. All vendors/service providers (caterer, security, rental companies, etc.) will be required to obtain a Redondo Beach Business License.

VI. SURETY AND INSURANCE REQUIREMENTS**Entity must obtain and maintain insurance policies with the following provisions:**

- A. The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are named on as insureds with respects to liability arising out of special event.
 - Minimum coverage of \$1,000,000 per occurrence / \$2,000,000 general aggregate for General Liability
 - Additional Insured endorsement required
 - Minimum coverage of \$1,000,000 for Property Damage
- B. The insurance is primary and not excess or contributing to, any insurance issued in the name of the City of Redondo Beach.
- C. The insurer has waived all rights of subrogation against The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers.
- D. Workers Compensation conforming to all applicable Federal and State requirements
- E. The City of Redondo Beach will receive 30 days written notice of any change in coverage or cancellation of the policy.

Any exceptions to the above requirements must be approved by the Risk Management Department.

VII. FINANCIAL INFORMATION

- A. Attach an event budget which includes amounts budget and funding sources for personnel, equipment, permits, City services, supplies, entertainment, promotion, security, insurance, etc.
- B. Identify estimated proceeds of the event and the intended distribution of the proceeds after the event. Include the amount and purpose of the funds to be distributed.

The intentions are to raise enough donated funds to cover the costs of the fireworks show, etc and if more funds are received then those amounts can be allocated towards a future fireworks show.

-
- C. State the actual proceeds of this event in the previous year or years. Identify the individuals or groups to whom the proceeds were actually distributed following the event. Include dollar amounts and purpose for which funds were used.

N/A

VIII. DESCRIBE HOW YOUR EVENT WILL BENEFIT THE RESIDENTS OF THE CITY OF REDONDO BEACH

This event will be enjoyed by many Redondo Beach residents and viewable all along the long open area section of Esplanade allowing people to be spread out as they desire to watch an incredible fireworks show :)

IX. WAIVER, RELEASE AND HOLD HARMLESS

Event Sponsor/Organizer shall indemnify, defend and hold harmless the City of Redondo Beach (City) and its officers, employees, elected and appointed officials, and volunteers from any and all claims, damages, losses and expenses including without limitation attorney's fees and costs and expert witness fees, caused in whole or in part by any negligent act or omission of the Event Sponsor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or its failure to comply with any law, except where caused by the active negligence, sole negligence or willful misconduct of the City.

X. CERTIFICATION

I, the undersigned, certify that the information provided in this application is complete and accurate to the best of my knowledge and agree to all the provisions of the application. I understand that material changes to the event may result in permit denial or assessment of additional fees. The sponsoring organization accepts all responsibility for payment of any additional costs for City services. I am the authorized official contact for all aspects concerning permits for this event.

Print Name Jeff Ginsburg

Print Title President

Signature JEFFREY GINSBURG
2021.04.29 16:16:39 -07'00'

Date 4/29/2021

