



REQUEST FOR PROPOSAL
FOR
FIRM/PROMOTER
TO
CONDUCT HOLLISTER MOTORCYCLE RALLY

JULY 1, 2, & 3, 2016

CITY OF HOLLISTER

Released December 24, 2015

REQUEST FOR PROPOSAL

BACKGROUND

The City of Hollister is soliciting proposals from firms/promoters (referred herein to as Promoter) to assist in its efforts to provide a Motorcycle Rally as part of the City's annual 4th of July Celebration. The event promoter will work with the City's staff, primarily the City Manager and Chief of Police. The successful promoter will also be responsible for soliciting sponsorships to support the Rally.

The 4th of July Rally has been a part of the History of Hollister for many years. The purpose of the Rally is to recognize the events in Hollister on Independence Weekend 1947. It is also to generate funds to offset the Celebration's costs. The event is held in the City of Hollister's Historical Downtown area, generally described as Fourth Street to South Street and Sally Street to Monterey Street. A map of the event area is attached as part of Exhibit "C". The 2016 Rally is scheduled to be held July 1st and 2nd from 9:00 a.m. to 9:00 p.m. and July 3rd from 9:00 a.m. to 3:00 p.m.

SCHEDULE OF RFP

This request for proposal will be governed by the following schedule:

Release of RFP	December 24, 2015
Deadline for questions	January 5, 2016
Proposals are Due	January 8, 2016
Approval of Contract by City Council	January 19, 2016

SCOPE OF PROPOSAL

Promoter to conduct a 4th of July Motorcycle Rally. Promoter is responsible for raising/securing sponsorships and/or donations for the Motorcycle Rally.

RESPONSIBILITIES OF PROMOTER

Selected vendor is responsible for the overall marketing, operations and sponsorship development for the event. In that capacity, the vendor is contracted to carry out the following:

- 1. Attend planning meetings of the Hollister Rally city staff, as needed. Provide regular updates on the rally, expo and sponsorship efforts. Work with city staff members of various departments regarding logistical planning.*
- 2. Submit application for Public Assembly Permit.*
- 3. Proposals must demonstrate an ability to deliver cash sponsorship for similar events.*
- 4. Provide a budget from a similar event that was conducted by vendor, showing revenue and expenses.*
- 5. Proposal must demonstrate an ability and past experience in successfully selling vendor space at a similar event.*

6. *Work with Staff to order and place necessary rental equipment including but not limited to staging, portable restrooms and trash bins, power supply and temporary fencing.*
7. *Promoter shall obtain any permits necessary for the Rally. (Building, Fire, ADA, Health Dept., etc.)*
8. *Recruit volunteer organizations to provide staff support to the event. Provide for volunteer scheduling, and supervision.*
9. *Coordinate registration. Please provide a detailed plan for registration with the proposal. Provide money handling and receipt system for approval.*
10. *Provide proof of insurance as required by the City of Hollister. The insurance will have to meet City requirements. Specific information will be provided to successful bidder.*
11. *Promoter shall provide two (2) crossing guards in OSHA approved vests. Guards are required to be at their stations during event operating hours.*

PROPOSAL FORMAT GUIDELINES

Interested promoters are to provide the City of Hollister with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 10 typed pages using a 12-point font size, including transmittal letter and resumes of key personnel, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder’s response if said bidder is to be considered:

A. Qualifications:

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. Summary of your firm’s demonstrated capability, including:
 - a. Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
 - b. Length of time that your firm has provided the services being requested in this Request for Proposal.
2. At least three (3) references that received similar services from your firm **within the last five (5) years**. Also indicate the specific years that you were involved with each

agency. The City of Hollister reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates

B. **Project Summary Section:**

The promoter should describe your understanding the work to be done, and the objectives to be accomplished.

C. **Compensation:**

For the privilege of participating as the promoter for the 2016 Hollister Motorcycle Rally, a base fee of \$180,000.00 is required on or before June 1, 2016. In the event the Promoter is proposing a bonus payment, please indicate the dollar amount below.

- Base Fee: A base fee for each year of the agreement: \$180,000.00.
- Bonus, if any; if no bonus requested, so indicate: \$_____.

PROCESS FOR SUBMITTING PROPOSALS

◆ **Content of Proposal**

The proposal must be submitted using the format as indicated above.

◆ **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

◆ **Number of Proposals**

Submit six (6) copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

◆ **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes and received no later than 5:00 p.m. (P.S.T) on January 8, 2016 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Tom Graves, City Clerk
City of Hollister
Office of the City Clerk
375 Fifth Street
Hollister, CA 95023

◆ **Inquiries**

Questions about this RFP must be directed in writing no later than January 5, 2016, via e-mail to:

Bill Avera, City Manager
bill.avera@hollister.ca.gov

or

Renee Perales, Projects Coordinator
renee.perales@hollister.ca.gov

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

◆ **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Hollister, CA. If any proprietary information is contained in the proposal, it should be clearly identified.

PROPOSAL EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Hollister may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Understanding of the project and the consultant's role
- C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
- D. Educational background, work experience, and directly related consulting experiences
- E. Price
- F. References

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to

disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

STANDARD TERMS AND CONDITIONS

- ◆ **Amendments**
The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the City of Hollister's Services Page, Open Bids and RFP's Tab; bidders should check this web page daily for new information. <http://hollister.ca.gov/services/open-bids-and-rfps/>.
- ◆ **Cost for Preparing Proposal**
The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.
- ◆ **Contract Discussions**
Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm.
- ◆ **Confidentiality Requirements**
The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- ◆ **Financial Information**
The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

Please carefully review the Sample Agreement attached as Exhibit "A" and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

Exhibit "B"

Provided is a copy of the required Public Assembly Permit.

Exhibit "C"

Provided is a copy of the 2015 Public Assembly Permit showing location of Rally and Amenities.

Exhibit "A"

AGREEMENT BETWEEN CITY OF HOLLISTER
AND _____
FOR 2016-2018 HOLLISTER INDEPENDENCE RALLY

This Agreement is entered into on _____, 201_, between the City of Hollister, a municipal corporation ("City") and _____ ("Promoter"). The City and Promoter are collectively referred to herein as the Parties.

1. **Purpose.** This Agreement seeks to delineate the Parties' rights and responsibilities for the operation of the 2016 Hollister Motorcycle Rally ("Rally") and the expenses and revenue generated from the Rally.
2. **Parties.** City is the local government with legal authority over the activities of the Rally and the owner of the streets upon which the Rally events will occur. _____ is the Promoter for the Rally and is an independent contractor and not an employee, agent, or official of the City.
3. **Description of Rally.** A description of the Rally location and activities is set forth in the Public Assembly Permit to be issued to the Rally pursuant to Chapter 12.36 of the Hollister Municipal Code.
4. **Term of Agreement.** The term of this Agreement shall commence on the date shown above and shall terminate upon the completion of the 2016 Rally and the payment of all amounts owing to the Parties under this Agreement. The provisions in this Agreement relating to insurance and indemnification shall survive the termination or expiration of the Agreement.
5. **Responsibilities of City.**
 - a. City shall assign its staff to provide essential municipal services including but not limited to, law enforcement, firefighting services, animal control, and street sweeping. City has the right to determine, in its sole and reasonable discretion, the number of personnel assigned to the Rally.
 - b. Pursuant to Hollister Municipal Code Chapter 12.36 City shall issue the Public Assembly Permit to Promoter.
 - c. City shall coordinate public services to include solid waste dumpsters, recycling bins, and ambulances.
6. **Responsibilities of Promoter.**
 - a. Promoter shall comply with all terms and conditions of the Public Assembly Permit and any other permit or entitlement issued for the Rally to the City or Promoter by a federal, state, or local government.
 - b. Promoter shall comply with all local, state, or federal laws and regulations relating to the Rally.
 - c. Promoter shall obtain and manage the Rally within the event area including retail, food and beverage Vendors, musical and performance events, and motorcycle displays and activities at the Rally. Promoter shall ensure that

Vendors, bands, and performers comply with all applicable local, state or federal laws and regulations.

- d. Promoter shall obtain official Sponsors of the Rally.
- e. Promoter shall provide security services after the rally is closed to patrol Rally areas where food and merchandise Vendor sites are located.
- f. Promoter shall obtain sanitation services and devices including portable toilet units in sufficient numbers for the persons attending and working the Rally.
- g. Promoter shall advertise and promote the Rally in electronic, print, audio, and visual media.
- h. Promoter shall provide two Crossing Guards in OSHA approved vests. Guards are required to be at their stations during event operating hours.
- i. Promoter must maintain a minimum of 8 feet of unobstructed space through all alleys.
- j. One week prior to the event, Promoter shall provide the City Manager or his/her designee with a contact list of personnel authorized to make decisions on rally related matters and rally layout that is 90% accurate.
- k. Promoter shall ensure that within 48 hours of the conclusion of the rally, all sidewalks, alleys and other public areas within the Rally boundaries, shall be pressure washed as needed.
- l. Promoter shall ensure that adequate public services, including solid waste dumpsters and recycling bins, are provided for the duration of the Rally.
- m. Promoter is responsible for all temporary power, generators, etc. for vendors in the Rally area.
- n. At its own cost and expense Promoter shall obtain and maintain for the duration of the Rally, including setup and dismantling operations, insurance coverage against all claims for injuries or death to person, or damages to property which may arise from or in connection with the Rally and related work performed by the Promoter, its employees, agents, representatives, or volunteers. No later than June 15th, prior to the event, Promoter shall furnish City with one or more Certificates of Insurance showing there is in force valid policy or policies naming the Promoter as insured and City as additional insured in the following limits.
 - 1. Comprehensive or commercial general liability insurance obtained from one or more insurance companies licenses to do business in the State of California in the amount of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage.
 - 2. Insurance coverage shall name the City, it's Council, employees, agents, volunteers as additional insured and shall be primary and noncontributing with respect to any other insurance available to City.
 - 3. The insurance policy shall also include a severability of interest (cross liability) clause, that is, it shall act as though a separate policy were written for each insured and additional insured named in the Policy.
 - 4. All certificates of insurance providing proof of coverage shall be signed by the insurer and not by a broker, and shall be on separate endorsement forms approved by City.
 - 5. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be cancelled or materially changed, except after ten (10) days prior written notice by facsimile or certified mail, return receipt requested, has been given to the City.

7. **Termination.**

- a. City has the right to terminate this Agreement upon the Promoter's failure to perform or comply with any provision of this Agreement or the Public Assembly Permit issued for the Rally. Termination of this Agreement will result in cancellation of the Rally. Promoter shall have no right to reimbursement, damages, or payment of any funds by City as a result of termination under this provision.
- b. Maintenance of property insurance coverage in conformity with the provisions of Paragraph 6 is a material element of this Agreement, and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement and cause for termination of the Agreement and cancellation of the Rally.
- c. Nothing in this Agreement shall preclude termination or revocation of the Public Assembly Permit pursuant to Hollister Municipal Code Chapter 12.36.
- d. Promoter has the right to terminate this Agreement for any reason by giving written notice to the City on or before May 1, 2016.
- e. In the event of either Party's termination of this Agreement, the Promoter shall be required at its sole expense to advertise the cancellation of the July 2016 Rally by placing advertisements or announcements on all websites and in all forms of media previously used by Promoter to promote and advertise the Rally to provide as much notice as possible that the Rally has been cancelled. In the event of termination, Parties will proceed with cancellation notice in a professional manner and shall refrain from making or publishing any comments, or causing any comments to be made or published, that are negative or derogatory toward the other party.
- f. If City does not receive full payment for Rally by June 1, 2016, Council shall take action on June 6th, 2016 to terminate agreement.

8. **Financial Arrangements.**

Promoter shall be responsible for payment of all municipal service fees to the City of Hollister in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00) on or before June 1, 2016.

9. **Indemnification.** Promoter shall hold and save the City harmless and indemnify the City from and against all claims, injuries, suits, causes of action, damages, costs, expenses, attorney fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever arising out of or in any way related to injury to or death or persons or damage to property that may arise by reason of the Rally, or the activities contemplated by this Agreement ("Indemnified Loss") except any loss or damage which is caused by the gross negligence or willful misconduct of City. For purposes of this section, City includes the City's officers, officials, employees, agents, representatives, and volunteers and the agents or employees of City's subcontractors or outside law enforcement agencies, if any.

Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, Promoter shall defend at its sole expense, at the City's request and with counsel satisfactory to City, and shall indemnify City for any judgment rendered against it or any

sums paid out in settlement or otherwise, except to the extent such judgments or settlements are the results of gross negligence or willful misconduct by City.

It is expressly understood and agreed that these indemnification provisions will survive any termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by Promoter as required by Section 6 herein, and any approval of that insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Promoter under this Agreement, including without limitation, the provisions concerning indemnification.

10. **Mistake of Fact.** Each Party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the fact now believed by that Party to be true, that Party expressly accepts and assumes the risk of such possible difference in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of that difference in facts.
11. **Access to Records.** Promoter shall maintain all books, records, documents, accounting ledgers, and similar accounting materials relating to the Rally on file for at least one year following the final day of the Rally. Any duly authorized representative of the City shall have access to those records for the purposes of inspection, audit, and copying upon reasonable notice of not less than forty-eight (48) hours.
12. **Assignment.** This Agreement is binding on the heirs, successors, and assigns of the parties. The Promoter shall not assign its rights or duties under this Agreement without prior written consent of City. Any attempt by Promoter to assign its interests in this Agreement without the consent of City shall be void and of no effect.
13. **Exhibits Incorporated.** All Exhibits referred to in this Agreement and attached to it are hereby incorporated by this reference into the Agreement as if fully set out herein.
14. **Integration: Amendment.** This Agreement represents the entire understanding of the City and Promoter as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by written amendment executed by both Parties.
15. **Waiver/Validity.** Waiver by the City of any or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The City's acceptance of the performance of any work or services by the Promoter shall not be deemed to be a waiver of any term or condition of this Agreement.

16. **Notice.** Except as otherwise expressly provided, any notices required to be given under this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United State Postal Service, addressed to the Parties as follows:

City: City of Hollister
William B. Avera, City Manager
375 Fifth Street
Hollister, CA 95023
Telephone: (831) 636-4300 X11
Facsimile: (831) 636-4310

Promoter:

Name
Address
City, State, Zip
Telephone:
Facsimile:

Nothing herein shall prevent either Party from personally delivery any notices to the other.

17. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.
18. **Jurisdiction.** Parties agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either Party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of San Benito.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year shown above.

CITY OF HOLLISTER

Ignacio Velazquez, Mayor

_____, President

ATTEST

Tom Graves, City Clerk

Exhibit "B"

Date Received
By City Clerk _____

<i>ANTICIPATED ATTENDEES</i>	<i>RETURN PERMIT WITHIN</i>
<i>1000 +</i>	<i>60+ days</i>
<i>0-1000</i>	<i>45+ days</i>

CITY OF HOLLISTER

PUBLIC ASSEMBLY PERMIT

EVENT: _____ **DATE:** _____

LOCATION: _____

Please complete the permit application and return to the City Clerk within the prescribed time period referenced above. Should you need further space to respond to these questions, please use page 7 or attach your responses to this application. Please attach Certificate of Insurance to this application.

1. Applicant

Name	Address	Phone
		h: w: email:
		h: w: email:

2. Sponsoring group(s):

Name	Address	Phone
		h: w: email:
		h: w: email:

3. The person in charge of the Event:

Name	Address	Phone
		h: w:

4. Will monitors or security personnel be employed during the event? YES NO If yes, please list below:

Name	Address	Phone
		h: w:
		h: w:

5. Emergency contact (other than the person in charge of the Event):

Name	Address	Phone
		h: w:

6. If private property, please list all property owners:

Name	Address	Phone
		h: w:
		h: w:

7. Please describe the nature of the event:

8. Date and time of the Event:

Date:	Start Time:	Finish Time:
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9. Please describe the location of the Event, including its boundaries: _____

10. Estimated number of participants: _____

11. Please describe the number of vehicles, animals and/or structures that will be used in the Event:

Items	Number	Describe
Vehicles		
Animals		
Structures		
Other		

12. Please provide a brief description of any sound amplification equipment and illumination to be used at the Event:

Item	Number of Units	Type	Location
Sound/Amplification			
Illumination			
Other			

13. Please provide a brief description of any construction of signs or banners to be used for the Event:

Type	Number	Materials	Location
Banner			
Signs			

14. Are there parking requirements for the Event: YES NO

Please describe: _____

15. Will you provide water stations YES NO If yes, how many? _____

Location(s): _____

Will you provide first aid? YES NO If yes, how many? _____

Location(s): _____

Will you provide comfort stations (portable restrooms) YES NO If yes, how many? _____

Location(s): _____

16. Will there be vendors at the Event? YES NO If yes, how many? _____
 Please describe:

Type	Number	Description	Business License
Food			
Drinks			
Other			

17. Please list any and all government agencies requiring a permit for the Event:

Permit	Agency	Description	Current Status

ADDITIONAL INFORMATION (PARADES):

1. Parade assembly will begin to assemble at: _____.
2. Parade assembly point will be: _____.
3. Parade route will be: _____

4. Interval space to be maintained between units: _____.
5. Number of Floats: _____ Other Vehicles: _____
 Sizes: _____.

CITY USE ONLY

APPLICATION IS:

APPROVED

DENIED

CHIEF OF POLICE

RETURNED

Explanation: _____

THIS PERMIT REQUIRES FURTHER INFORMATION:

Explanation: _____

FURTHER APPROVAL BY:

FIRE CHIEF

CITY MANAGER

PLANNING

FINANCE DIRECTOR

MAYOR

Please use this page for any additional information you may need to provide.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

_____, its employees, agents, officers, representatives, contractors, heirs and assigns, (collectively "Applicant"), hereby WAIVES, RELEASES AND DISCHARGES any and all claims against the City of Hollister and/or its employees, officers, agents, or contractors, (collectively "City"), for death, personal injury, property damage, or any other damages which Applicant may have or suffer, or which may hereafter accrue, as a result of the:

- Block Party
- Parade
- Public Event
- Banner/Sign
- Other _____

("the Activity"). This RELEASE is intended to discharge the City in advance from any and all liability arising out of or connected in any way with the Activity, even though that liability may arise out of negligence or carelessness on the part of the City.

Applicant further understands that accidents, whether of a serious or minor nature, occasionally occur during the course of an Activity such as that for which Applicant has requested permission from the City of Hollister; and that participants may occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of the Activity, Applicant ASSUMES those risks and agrees to RELEASE AND HOLD HARMLESS the City regardless of whether or not any injury or damage is caused in part by the City.

It is further understood and agreed that this WAIVER, RELEASE AND ASSUMPTION OF RISK is to be binding on Applicant, and such individuals or entities comprising Applicant, and Applicant will make no claim against, sue, attach the property of, or prosecute the City for injury or damage or economic loss resulting from the negligence or other acts or omissions, howsoever caused, of City, as a result of Applicant's participation in, or City's authorization of the Activity, or any other act or omission of City relating to the Activity.

Applicant shall INDEMNIFY, RELEASE AND HOLD HARMLESS the City from:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Applicant, and damages to or destruction of any property of City or Applicant, or any economic loss suffered by Applicant, arising out of or in any manner directly or indirectly connected with the Activity, however caused and regardless of whether or not caused in part by the City.

(b) Any and all damages, costs, expenses, or penalties, imposed on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant.

Applicant shall, at its own cost, expense and risk, defend all suits, actions, or other legal proceedings of every kind that may be brought or instituted by third persons against the City, relating to the Activity, or to enforce any penalty relating to the Activity. Applicant shall pay and satisfy any judgment, award, decree or penalty assessment that may be rendered against City, in any such suit, action or other legal proceedings. Applicant shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the City from any claim arising from the sole negligence or willful misconduct of the City.

DATE

APPLICANT

RESOLUTION 96- 207

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HOLLISTER ESTABLISHING A PERMIT APPLICATION FEE FOR
PARADES AND PUBLIC ASSEMBLIES**

WHEREAS, Municipal Code Chapter 24, regulates parades and public assemblies; and

WHEREAS, section 24.08 provides that certain fees, including the permit application fee, shall be established by resolution of the city council.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:

1. A parade or public assembly permit application fee is hereby established in the amount of ONE HUNDRED DOLLARS (\$100) per application.
2. The application fee may be waived in whole or in part by the City Council for parades or public assemblies sponsored or co-sponsored by the City of Hollister.

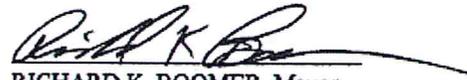
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hollister on this 2nd day of December, 1996 by the following vote:

AYES: Councilmen Felice, Duran, Irish, and Mayor Boomer.

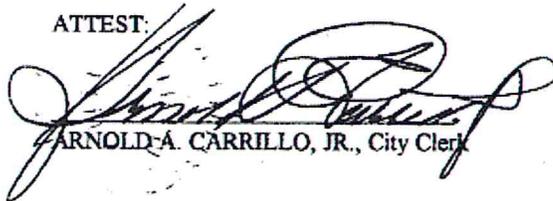
NOES: None.

ABSENT: Councilman Guzman.

ABSTAINING: None.

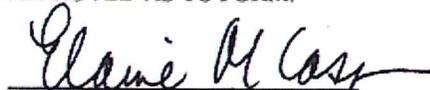

RICHARD K. BOOMER, Mayor

ATTEST:


ARNOLD A. CARRILLO, JR., City Clerk

DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER

APPROVED AS TO FORM:


ELAINE M. CASS, City Attorney

**CITY OF HOLLISTER
SPECIAL EVENT / PUBLIC ASSEMBLY PERMIT
(ORDINANCE 864)
Permit #2015-11**

Applicant: The Hollister Rally
Downtown Hollister, Hollister, CA 95023

Permit Date(s):
July 3, 4, & 5, 2015

Nature of Event: Motorcycle Rally in Downtown Hollister – July 3, 4, & 5, 2015
Site: Downtown Hollister

Conditions:

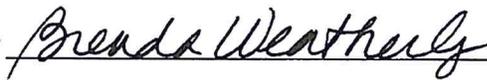
- Certificate of Insurance, on file in the City Clerk's Office
- Comply with Hollister Police Department regarding event times pursuant to application
- Licensed, uniformed, approved security guards at beer gardens for ID and bag checks
- Obtain all permits including but not limited to Public Assembly, Tent, Health Department, and beer garden permits from California Department of Alcoholic Beverage Control

For this permit to be valid, proof of insurance must be submitted within 30 days of the special event.

I hereby certify the foregoing statements to be true and correct, and agree to indemnify and hold harmless the City of Hollister, its City Council, officers, agents and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including attorneys= fees regardless of the merit or outcome of any such claim or suit arising from or in any manner connected to the requested activity. I also agree, if approved, to comply with all permit conditions, and understand that failure to comply with any condition or any violation of law may result in the immediate cancellation of the event, denial of future events and/or criminal prosecution.

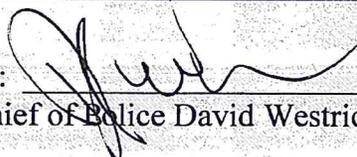
Date: 6/15/15

Printed Name: Brenda Weatherly

Signature: 

Conditionally Approved: _____ *Not valid until signed by Chief of Police)*

Date: 6/11/15

APPROVED: 
Chief of Police David Westrick

RESOLUTION 96- 207

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HOLLISTER ESTABLISHING A PERMIT APPLICATION FEE FOR
PARADES AND PUBLIC ASSEMBLIES**

WHEREAS, Municipal Code Chapter 24, regulates parades and public assemblies; and

WHEREAS, section 24.08 provides that certain fees, including the permit application fee, shall be established by resolution of the city council.

NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:

1. A parade or public assembly permit application fee is hereby established in the amount of ONE HUNDRED DOLLARS (\$100) per application.
2. The application fee may be waived in whole or in part by the City Council for parades or public assemblies sponsored or co-sponsored by the City of Hollister.

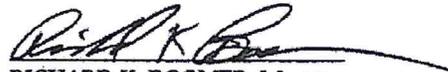
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Hollister on this 2nd day of December, 1996 by the following vote:

AYES: Councilmen Felice, Duran, Irish, and Mayor Boomer.

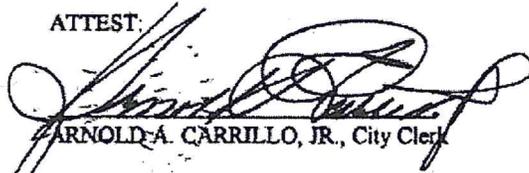
NOES: None.

ABSENT: Councilman Guzman.

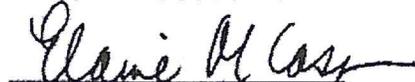
ABSTAINING: None.


RICHARD K. BOOMER, Mayor

ATTEST:


ARNOLD A. CARRILLO, JR., City Clerk

APPROVED AS TO FORM:


ELAINE M. CASS, City Attorney

DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER

Date Received
By City Clerk 3-16-15
PS

ANTICIPATED ATTENDEES	RETURN PERMIT WITHIN
1000 +	60+ days
0-1000	45+ days

CITY OF HOLLISTER
PUBLIC ASSEMBLY PERMIT

PD 3-17-15
FD 3-17-15
Code 3-17-15
PW 3-17-15

EVENT: Hollister Freedom Rally DATE: July 3-5-2015
LOCATION: Downtown Hollister San Benito St.

Please complete the permit application and return to the City Clerk within the prescribed time period referenced above. Should you need further space to respond to these questions, please use page 7 or attach your responses to this application. Please attach Certificate of Insurance to this application.

1. Applicant

Name	Address	Phone
CONVEXX (Chuck Schwartz)	6865 S. Eastern Suite 101 Las Vegas, NV 89119	h: 702-450-7622 x 104 w: email: c.schwartz@convexx.com h: w: email:

2. Sponsoring group(s):

Name	Address	Phone
Hollister Downtown Assoc. (Brenda Weatherly)	514 Monterey ST HOLLISTER, CA 95023	h: 831-636-8406 w: email: info@downtownhollister.org h: w: email:

3. The person in charge of the Event:

Name	Address	Phone
Chuck Schwartz	6865 S. EASTERN AVE #101 Las Vegas, NV 89119	h: 702-450-7662 w: 702-702-3033

X104
3453

4. Will monitors or security personnel be employed during the event? YES NO If yes, please list below:

Name	Address	Phone
TBD		h: w:
		h: w:

5. Emergency contact (other than the person in charge of the Event):

Name	Address	Phone
Mindi Cherry	6865 S. EASTERN LAS VEGAS, NV 89119	h: 702-450- 7662 ⁷⁶⁶² w: 702-429-1255

X103

6. If private property, please list all property owners:

Name	Address	Phone
		h: w:
		h: w:

7. Please describe the nature of the event:

Motor Cycle Rally

8. Date and time of the Event:

Date:	Start Time:	Finish Time:
7/3/15	9 AM	11:00 PM
7/4/15	9 AM	11:00 PM
7/5/15	9 AM	3:00 PM

9. Please describe the location of the Event, including its boundaries:

Downtown Hollister - San Benito St: Boundaries: 4th St, South St.,
Montrey Street AND Sally Street

10. Estimated number of participants: 50,000

11. Please describe the number of vehicles, animals and/or structures that will be used in the Event:

Items	Number	Describe
Vehicles	10	SMALL UTILITY CARTS
Animals	0	
Structures	1	PHOTO TOWER
Other	0	

12. Please provide a brief description of any sound amplification equipment and illumination to be used at the Event:

Item	Number of Units	Type	Location
Sound/Amplification	3	PA System	SAN BENITO ST AND 7th + EAST
Illumination			AND 5th + Monterey Street
Other			

13. Please provide a brief description of any construction of signs or banners to be used for the Event:

Type	Number	Materials	Location
Banner	3		SAN BENITO ST.
Signs		Directional Signs	

14. Are there parking requirements for the Event: YES NO

Please describe:

Vendor Parking 4 Locations City Lots - SEE MAP

15. Will you provide water stations YES NO If yes, how many? _____

Location(s): _____

Will you provide first aid? YES NO If yes, how many? 2

Location(s): 5th + Sally St. + Browns Alley

Will you provide comfort stations (portable restrooms) YES NO If yes, how many? 30

Location(s): 10 SETS OF 5 EACH @ The Following Locations

BRIGGS ALLEY	5th ST
BROWNS ALLEY	6th ST
WENTZ ALLEY	7th ST

Approx.

16. Will there be vendors at the Event?
Please describe:

YES NO If yes, how many? 200

Type	Number	Description	Business License
Food	20		
Drinks	8		
Other	172	Product Vendors	

17. Please list any and all government agencies requiring a permit for the Event:

Permit	Agency	Description	Current Status

ADDITIONAL INFORMATION (PARADES):

1. Parade assembly will begin to assemble at: _____

2. Parade assembly point will be: _____

3. Parade route will be: N/A

4. Interval space to be maintained between units: _____

5. Number of Floats: _____ Other Vehicles: _____

Sizes: _____

CITY USE ONLY

APPLICATION IS:

APPROVED

DENIED

CHIEF OF POLICE

RETURNED

Explanation: _____

THIS PERMIT REQUIRES FURTHER INFORMATION:

Explanation: _____

FURTHER APPROVAL BY:

FIRE CHIEF

CITY MANAGER

PLANNING

FINANCE DIRECTOR

MAYOR

Please use this page for any additional information you may need to provide.

Veterans Building will be used for
SHOW MANAGEMENT OFFICE + ACTIVITIES

(7/4) FRIDAY EVENING + (7/5) SAT. EVENING CONCERTS

DEMO RIDES - ALONG
6th, SALLY ST, 7th ST, + EAST.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

CONVEXX

its employees, agents, officers, representatives, contractors, heirs and assigns, (collectively "Applicant"), hereby WAIVES, RELEASES AND DISCHARGES any and all claims against the City of Hollister and/or its employees, officers, agents, or contractors, (collectively "City"), for death, personal injury, property damage, or any other damages which Applicant may have or suffer, or which may hereafter accrue, as a result of the:

- Block Party
- Parade
- Public Event
- Banner/Sign
- Other _____

("the Activity"). This RELEASE is intended to discharge the City in advance from any and all liability arising out of or connected in any way with the Activity, even though that liability may arise out of negligence or carelessness on the part of the City.

Applicant further understands that accidents, whether of a serious or minor nature, occasionally occur during the course of an Activity such as that for which Applicant has requested permission from the City of Hollister; and that participants may occasionally sustain mortal or serious personal injuries, and/or property damage, as a consequence thereof. Knowing the risks of the Activity, Applicant ASSUMES those risks and agrees to RELEASE AND HOLD HARMLESS the City regardless of whether or not any injury or damage is caused in part by the City.

It is further understood and agreed that this WAIVER, RELEASE AND ASSUMPTION OF RISK is to be binding on Applicant, and such individuals or entities comprising Applicant, and Applicant will make no claim against, sue, attach the property of, or prosecute the City for injury or damage or economic loss resulting from the negligence or other acts or omissions, howsoever caused, of City, as a result of Applicant's participation in, or City's authorization of the Activity, or any other act or omission of City relating to the Activity

Applicant shall INDEMNIFY, RELEASE AND HOLD HARMLESS the City from:

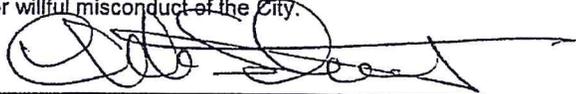
(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever, for, but not limited to, injury to or death of any person including Applicant, and damages to or destruction of any property of City or Applicant, or any economic loss suffered by Applicant, arising out of or of in any manner directly or indirectly connected with the Activity, however caused and regardless of whether or not caused in part by the City.

(b) Any and all damages, costs, expenses, or penalties, imposed on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Applicant

Applicant shall, at its own cost, expense and risk, defend all suits, actions, or other legal proceedings of every kind that may be brought or instituted by third persons against the City, relating to the Activity, or to enforce any penalty relating to the Activity. Applicant shall pay and satisfy any judgment, award, decree or penalty assessment that may be rendered against City, in any such suit, action or other legal proceedings. Applicant shall reimburse City for any and all legal expenses and costs incurred by City in connection therewith or in enforcing this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Applicant to indemnify the City from any claim arising from the sole negligence or willful misconduct of the City.

03/13/15
DATE


APPLICANT



CERTIFICATE OF LIABILITY INSURANCE

9CONV01

OP ID: BL

DATE (MM/DD/YYYY)

03/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John Buttine, Inc. 33 E. 33rd St., Ste 506 New York, NY 10016 John M. Buttine	CONTACT NAME: John M. Buttine
	PHONE (A/C, No, Ext): 212-697-1010 FAX (A/C, No): 212-986-2822
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Great Divide Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED **ConvExx LLC**
Chuck Schwartz
6865 S. Eastern Ave, Suite 101
Las Vegas, NV 89119

NAIC #
25224

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Worldwide Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPA2012249-10 CPA2012249-10	06/22/2014 06/22/2014	06/22/2016 06/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Hired Auto <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Phys Dmg			CPA2012249-10	06/22/2014	06/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUA2012250-10	06/22/2014	06/22/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Auto Physical Damage			CPA2012249-10	06/22/2014	06/22/2016	Limits Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Hollister is named Additional Insured as respects to claims arising out of the operations of the insured and as required by written contract.

Insurance is Primary & Non-Contributory

CERTIFICATE HOLDER

CONV080

City of Hollister
Attn: William B. Avera
375 Fifth Street
Hollister, CA 95023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

By [Signature]

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NOTEPAD

INSURED'S NAME ConvExx LLC

9CONV01
OP ID: BL

PAGE 2
Date 03/13/2015

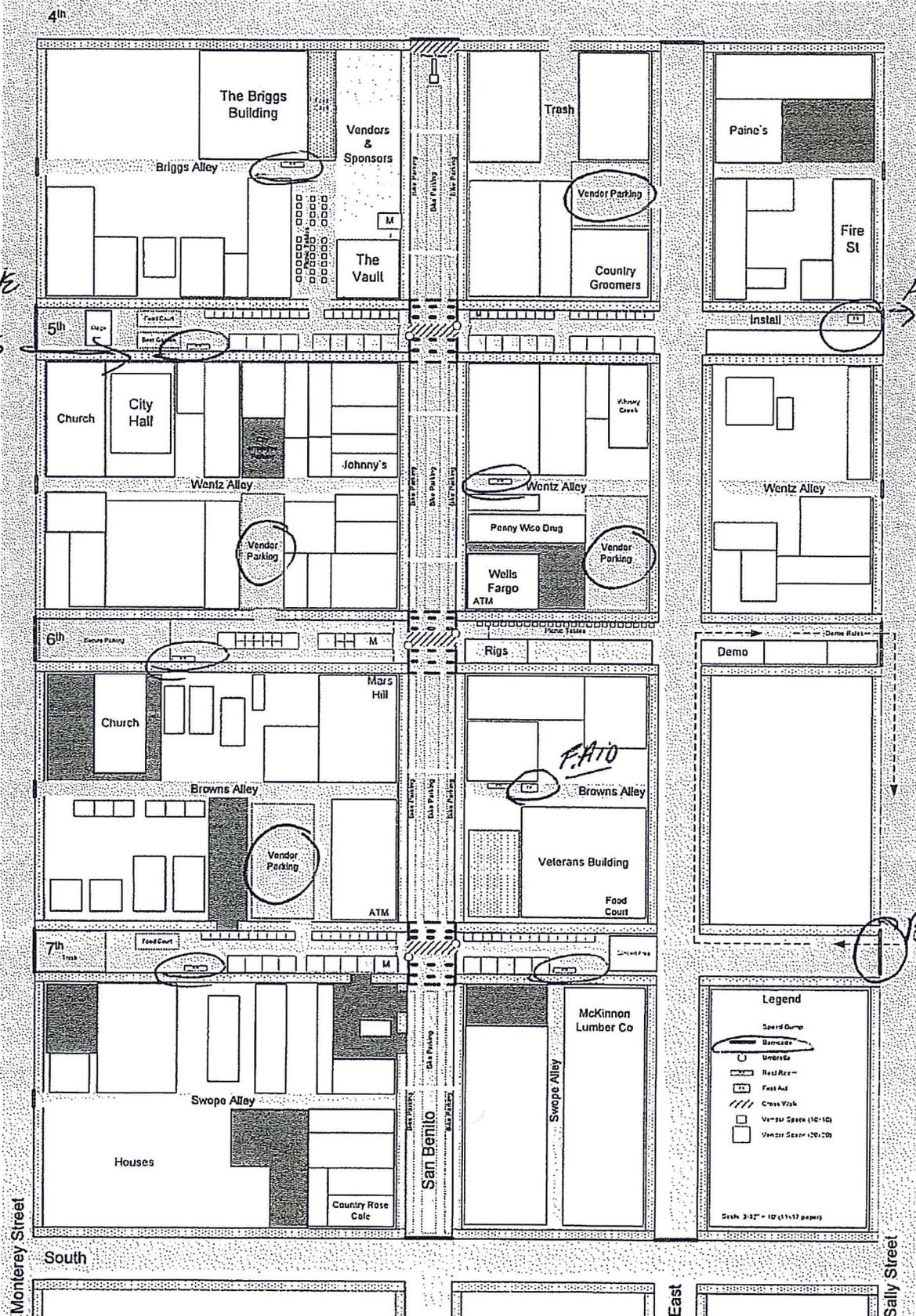
Hired Physical Damage Limit:
\$125,000 any one auto/\$500,000 any one accident

Hired Physical Damage Deductible:
10% of each loss subject to \$1,000 min/\$7,500 max
(applies per auto)

Hollister Freedom Rally, 2015

RR =
PORTABLE
REST
ROOMS

FA =
FIRST
AID



Legend

- Speed Dump
- Barricade
- Umbrella
- Rest Room
- First Aid
- Cross Walk
- Vendor Space (10-15)
- Vendor Space (20-25)

Scale: 3/32" = 10' (1/16" paper)

BARRICADES

Monterey Street

Sally Street

South

East