



CITY OF HUNTINGTON BEACH

INTERDEPARTMENTAL COMMUNICATION

TO: Honorable Mayor and City Council Members

SUBMITTED BY: Travis Hopkins, Interim City Manager

PREPARED FROM: Jennifer Villasenor, Director of Community Development *JV*

DATE: February 4, 2025

SUBJECT: **SUPPLEMENTAL COMMUNICATION FOR ITEM 11 (24-869) –**
Approve and authorize execution of a License Agreement with
Visit Huntington Beach (VHB) for use of the Visitor Information
Kiosk located at Pier Plaza

The draft Non-Exclusive License Agreement between the City and Visit Huntington Beach has been modified to correct a typo in Section 4. The corrected page is attached.

xc: Michael Gates, City Attorney
Lisa Lane Barnes, City Clerk
Executive Team

written notice within fifteen (15) days, or within a time deemed reasonably necessary as specified on the notice, Licensor shall then proceed to cause the required work to be performed and Licensee shall be responsible for the cost of such work.

3. LICENSOR'S RESPONSIBILITIES

Licensor shall be responsible for providing to Licensee the Premises for Licensee to provide services set forth herein. Licensor and Licensee will determine hours of operation which must be approved in writing by the Director of Community & Library Services at his or her sole discretion.

4. LICENSE FEE

Licensee shall pay Licensor Two Hundred Seventy Five Dollars (\$275.00) per month plus annual increases of 3% for use of the Premises (the "License Fee"). License fee shall become due and payable on an annual basis on the month and date of the commencement of this License.

5. TIME OF ESSENCE

Time shall be the essence of this Agreement and each and all of its terms, covenants or conditions in which performance is a factor.

6. TERM

This Agreement shall commence at 12:01 a.m. on January 1, 2025 at 12:01 a.m., for a five-year term, which shall expire at 11:59 p.m. on December 31, 2029, unless extended, or sooner terminated, as provided for herein. At the end of the initial term, this Agreement may renew for one additional five-year term unless either party, with or without cause, gives the other party a minimum of thirty (30) days written notice prior to expiration of the license of its intent not to renew for the additional term.