

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
301 E. Ocean Blvd. Suite 300
Long Beach, CA 90802-4302
(562) 590-5071



W22a

A-5-MNB-19-0030 (MANHATTAN BEACH OPEN 2019)

JULY 10, 2019

EXHIBITS

Exhibit 1 – Vicinity Map

Exhibit 2 – Manhattan Beach Open – Site Plan

Exhibit 3 – Local Coastal Development Permit CA 19-02

Exhibit 4 – City/Permittee “Agreement” dated March 8, 2017

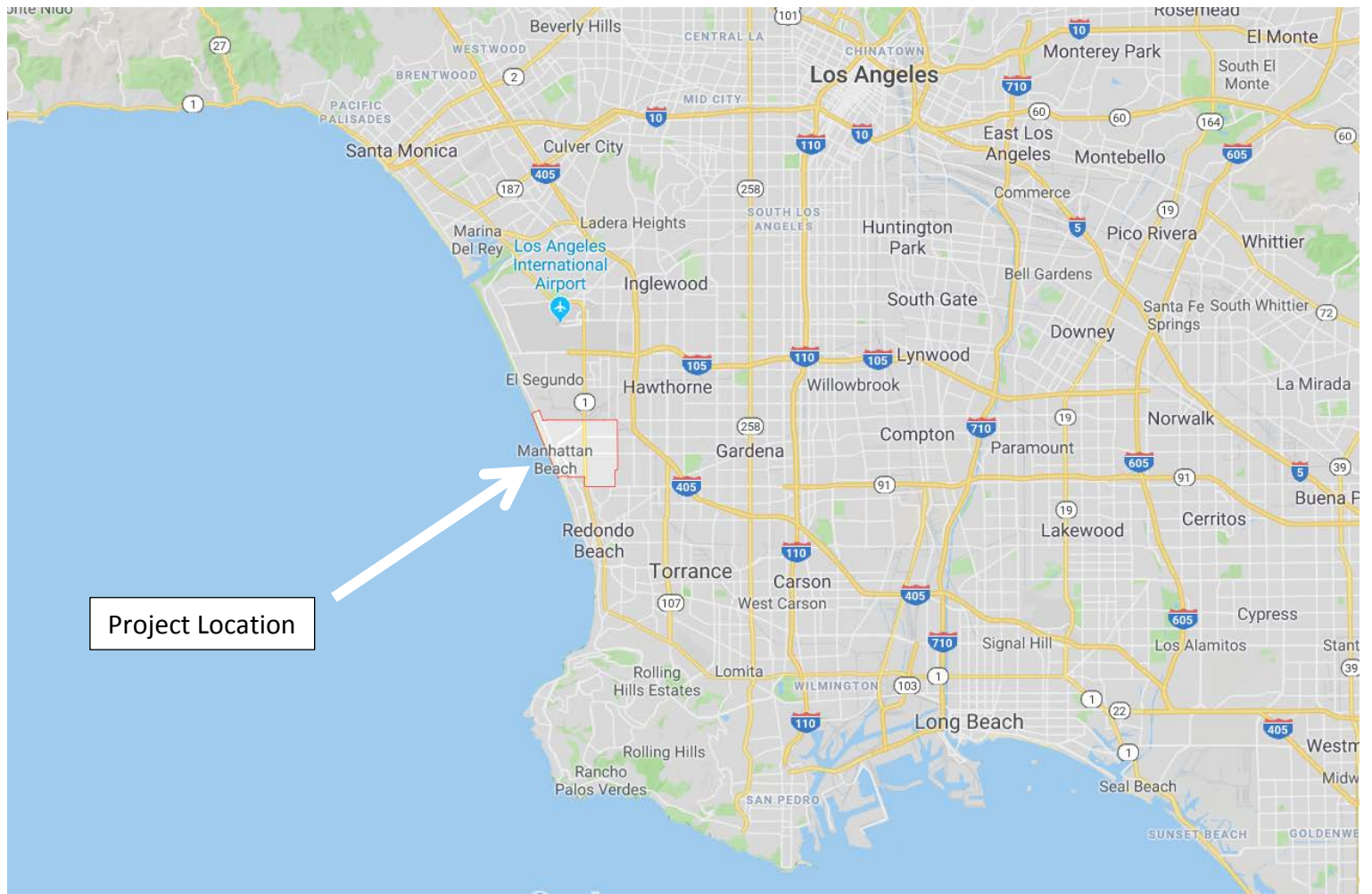
Exhibit 5 – City Response to Issues Raised by the Appeal

Exhibit 6 – Proof of Notice

Exhibit 7 – Appeal by William Victor

Exhibit 8 – Correspondence from the Appellant, William Victor

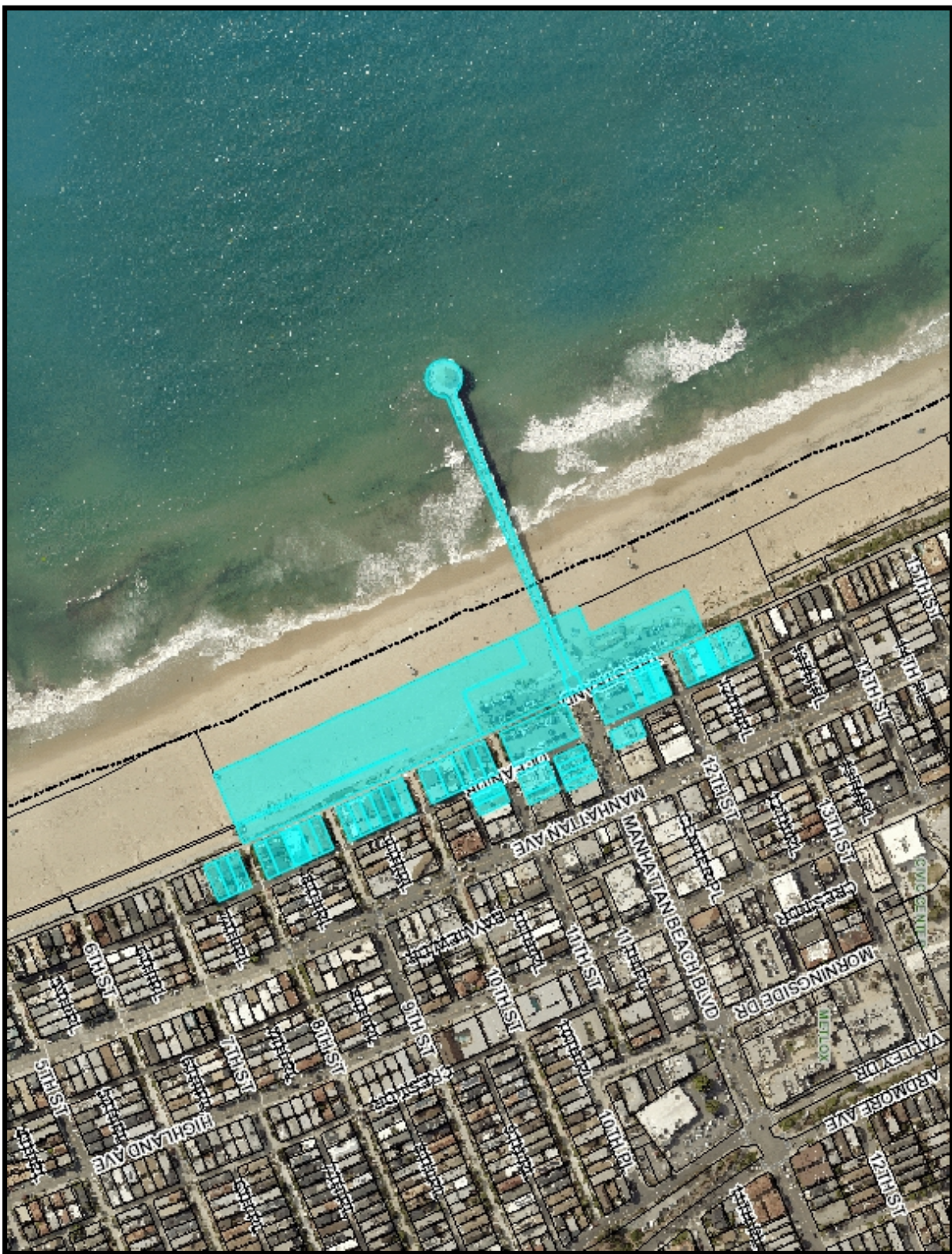
Exhibit 9 – Commission Staff Letter Rejecting Appeal as Patently Frivolous



Project Location



City of Manhattan Beach



Parcels

Legend



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Exhibit 1 p. 2 of 2

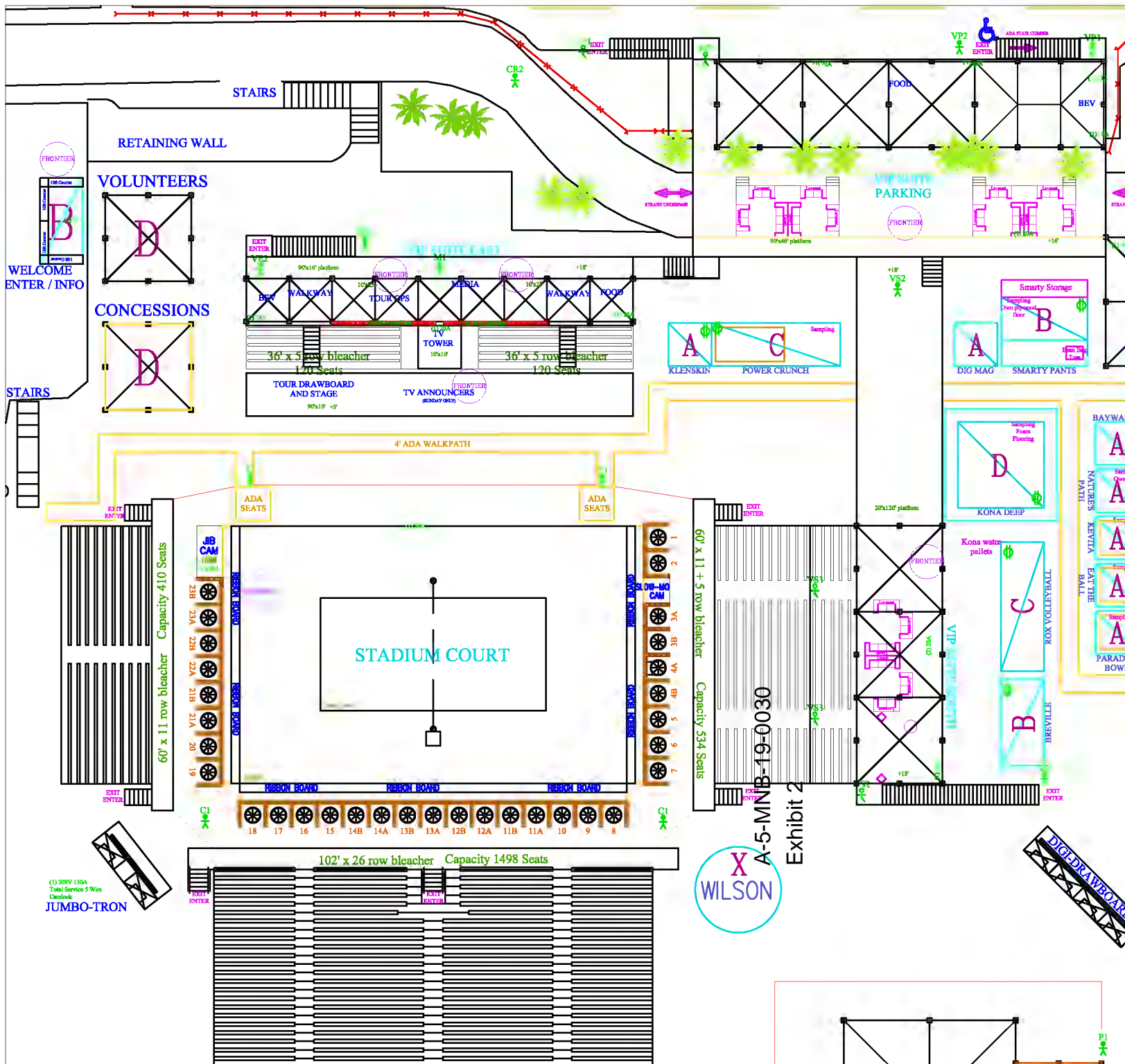


Scale: 1: 6,117

Notes

This map is a user generated static output from the "MB GIS Info" Intranet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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A-5-MNB-19-0030
 Exhibit 2
 WILSON

(1) 200V 150A
 Total Service 5 Wire
 Checkbook
 JUMBO-TRON





City Hall 1400 Highland Avenue Manhattan Beach, CA 90266-4795
Telephone (310) 802-5000 FAX (310) 802-5001 TDD (310) 546-3501

NOTICE OF FINAL GOVERNMENT ACTION

April 23, 2019

California Coastal Commission
South Coast District
301 E. Ocean Blvd, Suite 300
Long Beach, CA. 90802

RE: Coastal Development Permit for 2019 Manhattan Beach Open Spectator Bleachers South of Manhattan Beach Pier (CA 19-02, APN Nos. 4179-031-902, -903, & -905)

Pursuant to the procedures set forth in Chapter A.96 of the City of Manhattan Beach Local Coastal Program (LCP) the City Council of the City of Manhattan Beach conducted a duly noticed public hearing (March 6, 2019) on the above referenced project located in the appealable portion of the Manhattan Beach Coastal Zone. At this hearing the Council voted 5-0 to approve the Coastal Development Permit. This approval is the City's final action for the project. Pursuant to Section A.96.100 (H) of the City's LCP, the City's action shall establish a ten (10) working day appeal period to the Coastal Commission commencing upon receipt of the Notice of Final Action by the Coastal Commission. The Coastal Commission's appeal period must expire before the City's Coastal Development Permit becomes effective, unless an appeal is filed, in which case, the City's action may be overturned or upheld by the Coastal Commission.

This project is appealable to the Coastal Commission. The subject property is located within the Appeals Jurisdiction of the California Coastal Commission. The City's final action is appealable to the Coastal Commission. Appeals to the Coastal Commission shall be filed directly to the Coastal Commission at the South Coast District Office in Long Beach.

Attached is a copy of Resolution No. 19-0015 approving the Coastal Development Permit. This Resolution outlines the findings and conditions of approval. Should you have any questions, or need additional information, please feel free to contact me at (310) 802-5511.

Sincerely,

Eric Haaland, Associate Planner
Department of Community Development

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xc: Mark Leyman/MB Parks & Rec. Dept. (*Applicant*)
1400 Highland Ave
Manhattan Beach, CA 90266

Att: Reso. 19-0015
Updated MBO Site Plan

RESOLUTION NO. 19-0015

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COASTAL DEVELOPMENT PERMIT APPROVING THE 2019 MANHATTAN BEACH OPEN ON PROPERTY LOCATED AT THE SOUTH SIDE OF THE MANHATTAN BEACH PIER, AND ADJACENT PARKING LOTS, IN THE CITY OF MANHATTAN BEACH (CA 19-02)

THE MANHATTAN BEACH CITY COUNCIL HEREBY FINDS, RESOLVES AND DETERMINES AS FOLLOWS:

SECTION 1. AOS Group (“Operator” or “AVP”), in conjunction with the Manhattan Beach Parks & Recreation Department, has applied for a Coastal Development Permit (“Permit” or “CA 19-02”) to allow temporary spectator bleachers, a VIP platform with beer and wine service, and related structures for a 13-day period (including setup and breakdown) and to host the 2019 Manhattan Beach Open volleyball tournament (“tournament” or “event”) adjacent to the Manhattan Beach Pier. The event includes stadium/bleacher seating and similar temporary structures located on the beach, and a portion of the South Lower Pier Parking Lot and abutting County Bikepath. The Operator is also seeking permission to charge an admission fee for a certain percentage of the stadium seating.

SECTION 2. The project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Sections 15304(e) “Minor Alterations to Land”, 15311(c) “Accessory Structures”, and 15323 “Normal Operations of Facilities for Public Gatherings”. The project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

SECTION 3. On March 6, 2019, the City Council conducted a duly noticed public hearing regarding the event, at which time it received oral and written testimony.

SECTION 4. Based upon the evidence presented at the public hearing, the City Council hereby finds that the event, as conditioned herein, is in accordance with the objectives and policies of the Manhattan Beach Coastal Program, including Policies I.A.1 – I.A.3 regarding accessways, traffic flow, parking, and pedestrian access, as follows:

- a) The proposed temporary bleacher structures comply with the applicable standards of the Manhattan Beach Coastal Program Zoning Code.
- b) The structures shall not obstruct accessways within the coastal zone. While they will occupy some space on the beach, access from the Strand,

bike path, and pier to the coastline and surrounding beach area shall remain available.

- c) Any displacement of normal views or use of the space shall be temporary for the period allowed by the proposed permit.
- d) Installation and use of the bleachers and related structures shall be subject to the restrictions (timing, shuttle, signs, trash, etc.) of the City's tournament agreement with the tournament operator.
- e) The temporary event shall encourage coastal access by a broader than typical segment of the public due to national marketing, and free parking and free shuttle service available to all beach users.

SECTION 5. Based upon the foregoing, the City Council hereby approves a Coastal Development Permit for temporary bleachers, VIP platforms with beer and wine service, and related structures for the 2019 Manhattan Beach Open volleyball tournament during the period of August 15-18, 2019, subject to the conditions listed below. The Permit will be implemented in conformance with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.

1. The event shall be in substantial conformance with the plan submitted to, and approved by the City Council for the 2019 Manhattan Beach Open, on March 6, 2019.
2. The Operator shall conform to all terms and provisions of that certain agreement between the City and AVP, dated March 6, 2019.
3. The Operator shall provide access to the Community Development Department, and other responsible agency staff to inspect the site and the development during construction.
4. The Operator shall comply with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.
5. The Operator shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively "the City" hereinafter) from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, and any and all claims, lawsuits or actions arising from the granting of or the exercise of the rights permitted by this Permit, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property

for damage, injury or death arising out of or connected with the performance of the use permitted hereby. The Operator's obligation to indemnify, defend and hold harmless the City as stated herein shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, expert witness fees, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action. In the event a claim, lawsuit or action is filed, the Operator shall enter into a reimbursement agreement within 15 days of the date such claim, lawsuit or action is served on the City to reimburse the City for all costs and fees incurred by the City in its defense. The City may require a deposit in an amount estimated by the City to pay such costs and fees.

6. All structures associated with the event shall be limited to 41.5 feet in height, as measured from the beach sand.
7. The general public shall be provided with free public access to viewing and seating areas within the event area. If any admission is charged for any seating or access, the Operator shall post clearly legible signs to designate at least 75% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) that is reserved for the general public for free on a first-come, first-served basis. The signs, at least two square feet in area shall state "Free Admission Area." The remaining 25% (or less) of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) may be paid seating, or reserved for preferred VIP seating and/or access. The Operator is permitted to collect fees to access the preferred seating areas. On Saturday and Sunday of the tournament, the Operator shall count and record the number of VIP's within the event area, and shall provide the City and the Coastal Commission with the data within one month of the end of the tournament.
8. The Operator shall implement a Traffic and Parking Management Plan, subject to City review and approval. At a minimum, the Plan shall include: a free bicycle parking area; free remote parking; free beach shuttle bus service; and maintenance of existing handicapped parking spaces. The Plan shall include a requirement that all existing handicapped (HC) parking spaces in the upper and lower pier parking lots, lower pier parking lots, and along Manhattan Beach Boulevard, are reserved for use by persons with vehicles displaying valid handicapped placards. Vehicles associated with the Operator or the event shall not reserve or occupy any handicapped parking spaces unless such vehicle displays a valid handicapped placard.

9. Commencing on the Sunday prior to the tournament and continuing through the Wednesday following the tournament, the City will allow AVP the exclusive use of the two lower pier parking lots located at the base of the pier (71 stalls, not including HC stalls). AVP personnel, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the spaces identified in Condition 10 in conformance with the restrictions therein.
10. Commencing on the Wednesday prior to the tournament, and continuing through the Sunday of the tournament, the City will allow AVP the exclusive use of 14 parking spots in the south portion of the upper south pier parking lot. The remaining parking spaces within the upper pier parking lots shall be reserved for the general public on a first-come, first served basis. AVP personnel, officials, officers, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the parking lots identified in Condition 9 in conformance with the restrictions therein.
11. On Saturday and Sunday of the tournament, AVP shall provide free remote parking supply at the lower, easterly City-owned parking lot adjacent to the Manhattan Village Shopping Center, or similar parking lot for the general public (i.e., beachgoers, event spectators and AVPAVP guests). AVP shall monitor and record the number of persons and cars using the remote parking lot on each day and provide the City and the Coastal Commission with the data within one month of the end of the tournament.
12. On Saturday and Sunday of the tournament, AVP shall provide a free shuttle bus service to transport people (i.e., beachgoers, event spectators and AVP guests) between the remote parking lot and the downtown drop-off point (Von's Supermarket). At least two shuttle buses, each holding at least 50 persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7:00 a.m. to 7:00 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.
13. Commencing on Tuesday prior to the tournament, AVP shall provide conspicuously posted on-street informational signs and banners to direct visitors to the free remote parking lot and inform them of the free beach shuttle bus stops. All signage shall be retrieved and properly removed on Monday following the tournament.
14. Commencing on Tuesday prior to the tournament, AVP shall provide no fewer than eight radio announcements and three newspaper

advertisements within the Los Angeles County area informing the public of the shuttle service. These stations shall represent all diverse ethnic and cultural Los Angeles radio markets and shall include Spanish language, youth and news stations. The Operator shall provide copies of each print advertisement to the City and the Coastal Commission within one month of the end of the tournament.

15. The event shall not interfere with the public's access to and use of the pier. Pedestrian access to and from the pier shall remain open and unobstructed at all times. A safe level pathway with a minimum clear width of four feet shall be maintained between the pier and any bleacher or other obstructions. No tents, vehicles (except for emergency vehicles), fences, barriers or other similar structures shall be placed on the pier. The Operator shall monitor the pier in order to prevent any unpermitted encroachments by event sponsors and vendors.
16. The event shall not interfere with the public's use of the bicycle path and The Strand (the public walkway that parallels the beach). The bicycle path and The Strand shall remain open and unobstructed. Temporary re-routing of the bike path during bleacher/platform construction shall be in compliance with the requirements of Los Angeles County, and be addressed in the parking and traffic management plan. No fences, vehicles, materials or structures shall otherwise be parked or placed on the bicycle path or The Strand. The Operator shall monitor The Strand and bicycle path in order to prevent any encroachments by event sponsors and vendors.
17. The event, and all associated development, shall not encroach any closer to the shoreline than 50 feet, measured from the highest water mark.
18. Beer and wine service, and consumption, shall be limited to the VIP platform areas subject to all applicable requirements of the State of California, and County of Los Angeles. Such service and consumption shall only occur between 12:00 noon and 9:00 p.m. on August 15-18, 2019.
19. By acceptance of this Coastal Development Permit, AVP agrees to remove and legally dispose of all trash, waste, oil, grease, and other materials that may be deposited on-site incidental to the volleyball tournament, associated activities, and the general public's use of the event site, pier and adjacent parking facilities. Such clean-up and disposal shall be completed at the end of each day's activities.

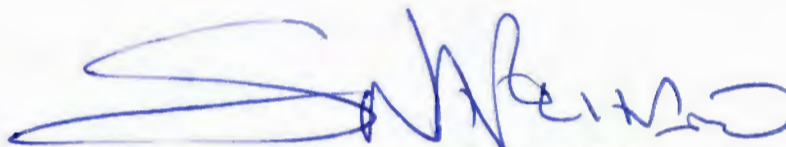
SECTION 6. The entitlements conferred by this Resolution shall become effective when all time limits for appeal as set forth in Manhattan Beach Municipal Code

Section 10.100.030, and the Manhattan Beach Local Coastal Program - Implementation Program Section A.96.160 have expired; and, following the subsequent Coastal Commission appeal period (if applicable), which is 10 working days following notification of final local action. This Resolution upon its effectiveness constitutes the Coastal Development Permit for the 2019 Manhattan Beach Open volleyball tournament, that conforms to the description and conditions provided herein.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

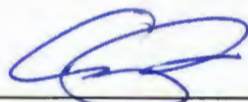
ADOPTED on March 6, 2019.

AYES: Howorth, Lesser, Montgomery, Hersman and Mayor Napolitano.
NOES: None.
ABSENT: None.
ABSTAIN: None.



STEVEN A. NAPOLITANO
Mayor

ATTEST:



LIZA TAMURA
City Clerk

AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of March 8, 2017, by and between the CITY OF MANHATTAN BEACH ("City"), a municipal corporation organized under state law with its principal offices at 1400 Highland Avenue, Manhattan Beach, California 90266, and AOS GROUP, LP, a California limited partnership, having its principal place of business at 1300 Quail Street, Suite 200, Newport Beach, California 92660 ("AOS" or "Organizer") (collectively referred to herein as the "Parties" and individually as a "Party").

RECITALS

- A. City has conducted an annual amateur and professional beach volleyball event entitled "The Manhattan Beach Open" (the "MBO") since 1960 and is the owner of the title "Manhattan Beach Open."
- B. Organizer is the owner and operator of the AVP Pro Beach Volleyball Tour ("AVP") and manages an annual schedule of volleyball events showcasing elite pro volleyball players.
- C. Each year during the term of this Agreement, Organizer shall apply to the City for a Coastal Development Permit to conduct a Pro-Am Men's and Women's Two Person Volleyball Tournament and a 4-Man Recreation Tournament and a Juniors Tournament.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

I. THE MANHATTAN BEACH OPEN

During the term of this Agreement, City authorizes Organizer to conduct the annual MBO, the dates of which will be selected by Organizer in consultation with City. The 2017 MBO will be held during the period of August 17-20, with the amateur qualifying rounds being held on Thursday, August 17. For each year hereafter (in 2018 and 2019), the event will be held the third weekend in August unless both Parties agree to a date change in writing.

A) The agreed upon format for the MBO will be a Pro-Amateur format including both Men's and Women's Divisions with amateur qualifying rounds being played for entry into the professional rounds of the MBO. The playing rules for the MBO will be the AVP rules in effect at the time of the MBO, unless the event is an international event, which in such case shall be governed by the Federation International de Volleyball ("FIVB") international rules. The MBO will be a 32-team draw, and Organizer will have the right to save 24 seeded spots for men and 24 seeded spots for women for Organizer entries, unless the event is an international event, which in such case shall be governed by the FIVB international rules.

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B) The title of the MBO is "The Manhattan Beach Open". Organizer will have the right to include AVP in the official title as long as it appears after the words "Manhattan Beach Open". Organizer specifically acknowledges and agrees that it will not release any information about the MBO to the public which refers to the MBO solely as "The [Primary Sponsor Name] Open." Notwithstanding the foregoing, Organizer will have the right to include one or more "Presented By" sponsors as part of the official title of the MBO so long as the "Presented By" title(s) appear after the words "Manhattan Beach Open" (e.g., "The Manhattan Beach Open Presented by [Sponsor] and [Primary Sponsor]").

C) City will not permit any other men's or women's volleyball event(s) paying more than \$30,000 in prize money (or other benefits equaling more than \$30,000 in value) within 90 days before or after the MBO, unless approved in writing by Organizer.

D) Subject to obtaining required permits and approval of City's Public Works Department, Organizer may erect: (i) bleachers for the MBO's center court, outside courts and seating on the pier and the pier head; and (ii) additional bleacher seating on the pier (a) behind the center court end zone bleachers and (b) on the pier head adjacent to the lifeguard tower. Organizer will ensure that accessways to and from the pier and beach be unobstructed. At least 90 days prior to each MBO, Organizer shall provide the number of requested bleacher seats for Public Works Department review and approval. In no event shall the number of seats exceed 6,500. Any changes to the foregoing in this Section shall require the mutually agreed upon written consent of the Parties and may not violate any required permits and the requirements of regulatory agencies with jurisdiction.

E) All amplified sound speakers will be placed facing to the west.

F) At least 75 percent of the total seating capacity at each court shall be available for the general public on a first-come, first-served basis, free of charge. The remaining seating capacity at each court (including bleachers, sand areas, and courtside boxes) may be paid seating or reserved. Organizer shall provide City with the total number of daily VIP Tickets scanned and sold, and include the total revenues within 25 days after the MBO.

G) VIP viewing and seating areas will be mutually agreed upon, in writing, at least 90 days prior to the event. Organizer shall provide City with 50 VIP passes and one courtside box daily.

H) The City Manager will have final authority on seating areas set up and operations subject to reasonable standards.

I) The Parties agree that all decisions of the City-appointed MBO Event Director will be final regarding any issues that involve compliance with this Agreement as well as any issues that directly or adversely impact the community. The Event Director will consult with a designated representative of Organizer, and it will be the goal of the Parties to reach mutual agreement on matters of event operation.

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II. CITY RESPONSIBILITIES

A) City will provide an event director ("MBO Event Director") to oversee and monitor the total operation of the MBO especially in all matters pertaining to event liability and public safety.

B) City will retain the right to conduct, if it desires, a pre-tournament qualifying round, including non-Organizer players and retain the proceeds. However, City will grant Organizer permission to run these qualifying rounds. In that event, Organizer shall retain all the qualifying entry fees minus the permit fee (percentage of entry fee gross revenue) charged by the Los Angeles County Beaches & Harbors Department. From such qualifiers, Organizer shall take a minimum of eight Men's teams and eight Women's teams to play into the professional rounds of the MBO, unless the event is an international event, which in such case shall be governed by the FIVB international rules and mutually agreed upon by City and Organizer.

C) City will provide to Organizer any City services required for the MBO such as police, fire, etc. Expenses incurred by City for these services will be billed to Organizer at City's fully burdened rates. City and Organizer will meet to establish a budget for event costs 90 days prior to the event.

D) City will coordinate all necessary City, Los Angeles County and California Coastal Commission permits. Organizer will reimburse City for all necessary Los Angeles County permit fees. City will waive all necessary City permits fees, including, but not limited to fire permits, Coastal Commission permit, inspections and sound permit.

E) City will provide on-site parking spaces for television coverage equipment, Organizer equipment trucks and personnel. The number of spaces will be 71, consisting of all of the north and south lower parking lot, except for 14 spaces in the north lower parking lot (excluding the handicap spaces). City will also provide street parking on both sides on Manhattan Beach Boulevard below Ocean Drive. In addition, City will close Manhattan Beach Boulevard west of Ocean Drive to bike and vehicular traffic as deemed necessary by public safety personnel, and City will cause all bike riders to walk their bikes on Manhattan Beach Boulevard, west of Manhattan Avenue.

F) During each year's MBO, City will allow sponsors' display booths at the base of the pier and on the sand and will allow distribution of samples of their products during the MBO as long as such sampling does not include: (1) water (subject to agreement between City and Los Angeles County regarding approval of sales and sampling on the beach at the MBO) or (2) alcoholic and tobacco products and (3) as long as such sampling is not in conflict with the restrictions detailed under Section IV hereof.

G) City will allow Organizer to set up a Food Court and Merchandise Fair (which will include the right to sample or sell merchandise and/or other items or services, subject to the restrictions set forth herein) for City and other merchants. The

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Food Court and Merchandise Fair shall comply with all applicable Los Angeles County Health Department codes. Organizer shall obtain all required permits, including a Los Angeles County Health Department permit. Organizer shall provide a breakdown of merchandise sales within 25 days after the event. Organizer shall pay to City (as a pass through to the County) the percentage of merchandise sales required by the Los Angeles County Beaches & Harbor permit.

H) City will allow the use of portable bleachers and the placement of a video board on the base of the pier or at a mutually agreed upon area.

I) City will provide waste services, including dumpsters and portable trash bins for the events.

J) City will coordinate ancillary events to be held in center court and raised platform above center court (if available) prior to and after tournament hours. City will provide set-up, cleaning services, and tear down of such ancillary events.

K) City will review and approve a traffic control plan.

L) City shall provide street sweeping of the parking lots prior to the commencement of the tournament set up and upon completion of the tear down.

III. ORGANIZER RESPONSIBILITIES

A) Organizer will not organize, sponsor, promote or lend its name to any additional beach volleyball events with a prize purse of more than \$50,000 to be played on the same dates as the MBO.

B) Organizer shall make its best efforts to guarantee the appearance of 15 of the top 20 available professional volleyball teams (barring injury) to participate in the MBO.

C) Bleacher load-in may occur only on the Thursday one week prior to the tournament. Bleachers and bleacher materials shall be stored and secured under the Manhattan Beach Pier with green screen and fencing. Organizer must comply with the timeline for the set up and tear down of the MBO set by the Coastal Development Permit. Set up for the MBO will begin on the Sunday before the tournament. The MBO, including the amateur qualifying rounds, will take place on Thursday, Friday, Saturday and Sunday of the agreed upon dates and breakdown will be completed by 6:00 p.m. on the Wednesday following the tournament.

D) Organizer will provide, at its own expense, all event production, including but not limited to, nets, sound equipment, volleyballs, scoreboards, announcer's platform, court siding, court lines, tents, booths, possible bleacher seating (to the extent authorized pursuant to Section I.D), and no more than six inflatables. Bleachers cannot exceed the 41.5-foot height limit set by the Coastal Development Permit. Organizer will transport the equipment to the site, set up the equipment in a cooperative and timely fashion, and at the close of the MBO, take down and remove the equipment. A

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designated representative of Organizer must remain on-site during the entire tear-down process. Organizer must remove all equipment from the site and, to the reasonable satisfaction of City, sift, clean and level beach sand to remove debris beneath the surface no later than 6:00 p.m. on Wednesday, August 22, 2017. City reserves the right to determine limits on the use of the equipment as it pertains to City ordinances and will enforce all such ordinances for the protection of public health and safety. To ensure compliance with the date and time of removal, Organizer will provide City a \$10,000 security/clean-up deposit. The Parties will meet "on site" on the Wednesday after the MBO at approximately 4:00 p.m. to determine if the site, to include the beach and parking lots, has been reinstated to its original condition. The Parties agree that based on reasonable expectations, Organizer will materially correct any outstanding "clean-up" deficiency on a timely basis. If the deficiency is not corrected by the deadlines set forth below, Organizer will forfeit the deposit, or portions thereof, in accordance with the following schedule:

August 23, 2017	2:00 p.m.	\$3,000 plus City costs
August 24, 2017	2:00 p.m.	\$3,000 additional (\$6,000 total) plus City costs
August 25, 2017	5:00 p.m.	Balance of \$10,000 (\$10,000 maximum)

E) City will return the \$10,000 security/clean-up deposit or the remaining amount thereof if Organizer materially completes the clean-up by the deadlines above. City will return the deposit 30 days after the event. Equivalent deadline dates for future year's events shall be set by the Parties in writing prior to each year's MBO. Each future schedule shall be attached to this Agreement.

F) Organizer will provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the MBO at no expense to City. Also, Organizer will provide a designated representative to consult as necessary with the City MBO Event Director regarding all facets of event operation.

G) Organizer will provide on-site tournament staff to handle sponsor relations, television liaison, and player mediations.

H) Organizer shall reimburse City for all its direct "in-house" services, including City personnel (including the MBO Event Director), services, and parking expenses for the event. An estimate of these costs will be provided to Organizer three months prior to each MBO. The projected City costs for the 2017 MBO is \$75,000, which will be paid to City 30 days in advance of the MBO. Actual City departmental costs and Los Angeles Beaches & Harbor permit fees will be itemized and billed to Organizer within 30 days of the completion of the MBO. Organizer shall pay City the amount of the invoice within 30 days of its receipt by Organizer. In addition, Organizer will deposit an additional \$10,000 cleaning deposit (see Section III.D), which is fully refundable upon event clean-up, except as stated in Section III.D.

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I) Organizer shall reimburse City for any permits required from the County of Los Angeles and any direct cost of required permits, other than processing fees for City permits.

J) Unless otherwise expressly specified herein, the foregoing responsibilities of Organizer will be discharged at the expense of Organizer.

K) Organizer shall provide adequate access to the MBO location in a manner satisfactory to City, including access to designated parking spaces for people with disabilities. In addition, Organizer shall provide, at its sole cost, a free shuttle on the Saturday and Sunday of the tournament to transport spectators and other beachgoers from a remote parking lot specified in each year's Coastal Development Permit conditions to the downtown drop-off point (Von's supermarket). Up to two shuttle buses, each holding at least 50 persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7:00 a.m. and 7:00 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.

L) Organizer shall provide a free bicycle parking area.

IV. MERCHANDISING, SPONSORSHIP AND LICENSING RIGHTS

A) City grants to Organizer a temporary exclusive license to the MBO consistent with the term of this Agreement which will include, without limitation, all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise.

B) Organizer will be allowed to solicit potential sponsors and contract with sponsors for sponsor exposure at the MBO so long as the following guidelines are observed:

1) No sponsor will be solicited or accepted who manufactures, markets or are identified in any way with a feminine hygiene product, any disease control products or any product or service considered illegal under the laws of the United States or the State of California.

2) No sponsor will be solicited or accepted who produces any form of sexually related film or product or any and all products not deemed by City to be acceptable to public sensibilities or morals.

3) No sponsor will be solicited or accepted who produces any form of tobacco products.

4) These guidelines are not intended to exclude as sponsors those that are manufacturers of or distributors of distilled spirits, wines, wine products, beer or fast foods.

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C) City will allow sign exposure areas at the MBO for sponsors, including but not limited to, customary court banners, booths, hospitality areas and bleacher banners. In addition, Organizer will have the right to have signage on the railings on the south side of the pier and on the railings along the bike path in the area of the MBO. Further, City will allow vehicles (e.g., official sponsor vehicles, watercraft, etc.) on the sand in connection with the MBO, as permitted by the Local Coastal Program.

V. PROMOTION OF THE MBO

A) Organizer will provide all funds, staff, equipment, and materials necessary to adequately promote and advertise the MBO. City will assume no advertising obligation except as specifically provided herein. City will promote the MBO by cooperating with the press and agreeing to place posters in City-approved locations and assisting in the placement of street and pole banners. Organizer will provide all publicity and promotional materials.

B) City will permit Organizer to advertise and promote the MBO within the City for a minimum of four weeks prior to the tournament. This commitment will include the following:

1) Organizer will provide street banners to City at least 40 days prior to the MBO. City will schedule and hang street banners at City-approved locations commencing 30 days prior to the MBO. City will remove street banners upon completion of the event.

2) Organizer will have the exclusive right to hang pole banners in specific locations approved by City commencing two weeks prior to the MBO. A list of specific locations will be submitted to City at least 90 days prior to the MBO.

3) All street and pole banner designs must be approved by City. Organizer will be responsible for the costs of hanging and removing all such banners. City will not charge any permit fees in connection with such banners.

4) Organizer may provide City storefront posters, which will be distributed to local businesses and City facilities by City. In addition, Organizer will be prohibited from handing out fliers, posters, index cards, and any other promotional material in the downtown area. In return, to the full extent allowed by law, City will prohibit other non-event sponsors of Organizer from distributing product or promotional literature in the downtown area. In addition, Organizer will have the right to issue local newspaper releases.

5) All street and pole banner designs and MBO artwork must be pre-approved by City.

C) All support and point-of-purchase materials will list the MBO and all event posters, counter cards and schedules will mention City.

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D) City will acknowledge Organizer in any local television programming that highlights upcoming events.

E) City will give the MBO preferred placement on its web site, if possible.

F) City will include MBO artwork in all marketing materials, including the quarterly brochure, City website, and social media. All artwork will be provided by Organizer.

VI. MEDIA AND DISTRIBUTION

Organizer will have the exclusive right to solicit and negotiate all radio, film, digital, and television broadcast agreements.

A) A live broadcast by the sponsor radio station and filming of the MBO will be allowed at the MBO. All radio broadcast and/or filming set-ups are to be approved and licensed by the proper City representatives who will be available and on hand at the time of set-up. Approval will take into account the desire of the Parties to allow a first quality broadcast and the technical needs of the broadcasters.

B) Organizer will provide City with a DVD and digital "line cut" of the finished content and edit of the MBO broadcast and web cast, within one month after the end of the tournament (or as soon as available).

C) City and Organizer will own all rights to all radio, photo, digital content, and television product of the MBO. City will be afforded the right to use the digital, photo and television productions as long as they are used for non-commercial purposes such as historical documentation and promotion of the MBO. Organizer agrees that all such usage of content from the MBO will be complimentary and positive to City, the MBO and the citizens of City. In all cases, City has the right to review and approve all such usage of content generated by the MBO (approval of such usage not to be unreasonably withheld).

VII. MBO MERCHANDISE

A) City will not prohibit the sale of domestic series or MBO-related or event merchandise, sponsor apparel, or volleyballs at the base of the pier or on the sand.

B) The MBO-specific apparel and non-consumable souvenir merchandise will be developed by Organizer. Organizer will have the exclusive right to create, market and license the MBO-specific merchandise. All MBO-specific merchandise will comply with the title requirements set forth herein and as follows:

1) Sales and distribution of the MBO-specific merchandise plan shall be subject to approval by City.

2) City shall have input and approval of all designs and products Stock Keeping Units (SKUs).

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3) Organizer to provide a list of product SKUs for approval by City, including but not limited to, t-shirts, sweatshirts, hats, shorts, volleyballs, toys, equipment, etc.

C) No other consumables or non-consumables will be sold or given away at the site except as specified in this Agreement or as approved in writing by City prior to the MBO.

VIII. PRIZE MONEY

Organizer shall provide for a minimum \$75,000 in prize money for each of the Men's and Women's Open Divisions, for a total of \$150,000. Organizer shall present the prize money levels to City 120 days prior to the commencement of the tournament in any given year. The prize money levels for each year of the MBO shall not be less than \$150,000 (i.e., \$75,000 for each gender).

IX. PREFERRED VENDORS

In good faith, the Organizer will use City preferred vendors to include local Manhattan Beach based businesses, CSC security services, IMC, etc. A list of preferred vendors will be provided by City to Organizer.

X. TERM

This Agreement will be effective for a period of three years commencing with the 2017 Manhattan Beach Open and extending through the 2019 Manhattan Beach Open.

XI. RENEWAL

Provided Organizer is not in default of its obligations hereunder, City agrees that before granting any rights to a third party for the exclusive license to the MBO consistent with the terms of this Agreement which will include, without limitation, the production of a pro beach volleyball tournament entitled the "The Manhattan Beach Open," all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise in 2020 – 2022, if held, City will first negotiate in good faith with Organizer during a 30-day period as designated in writing by City. If City and Organizer fail to reach an agreement during that 30-day period, Organizer will have the right within 14 days thereafter to submit to City in writing the terms and conditions (the "Final Offer") Organizer is willing to offer or accept for such rights as Organizer of the 2020 – 2022 Manhattan Beach Open.

XII. FORCE MAJEURE

If in any year during the term hereof an entire MBO cannot take place as planned due to inclement weather, the failure of any permitting agency to timely issue a necessary permit, or other force majeure outside the Parties' reasonable control, such failure to hold the affected MBO on its originally scheduled date will not be treated as a breach of

this Agreement by either Party and each Party will use their commercially reasonable efforts to reschedule the MBO on a mutually agreeable date. If no substitute date is set within 90 days of the force majeure event: (i) each Party will be responsible for its own expenses with respect to the affected MBO, and (ii) both Parties will have no further obligations to each other with regard to the affected MBO.

XIII. DEFAULT

A) The following events will constitute an event of default ("Event of Default") under this Agreement regardless of whether any such event is voluntary or involuntary or results from the operation of applicable laws, rules or regulations or is pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

1) either Party makes any material misrepresentation or materially breaches any warranty made herein and fails to cure such breach within 14 days of its receipt of the written notice of such breach provided such breach is curable;

2) either Party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or will make a general assignment for the benefit of creditors, or will have an involuntary case or other proceeding instituted against it seeking similar relief; or

3) either Party otherwise fails to perform or observe any other material covenant or material condition set forth herein and such failure continues unremedied for a period of 14 days after the receipt of written notice thereof from the non-defaulting Party outlining the default and method of cure.

B) Upon the occurrence of an Event of Default, and at any time thereafter so long as the same is continuing, the non-defaulting Party may declare, at its option, this Agreement to be in default and (i) may immediately terminate this Agreement without any liability whatsoever other than liabilities accrued to such date by giving the defaulting Party written notice of termination; (ii) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (iii) may exercise any other right or remedy available to it under law or in equity; or (iv) may seek any permitted combination of such remedies. No remedy is intended to be exclusive but each will be cumulative, and the exercise of any such remedy will not preclude the simultaneous or later exercise of any other remedy.

XIV. REPRESENTATIONS AND WARRANTIES

A) City represents and warrants to AOS that (i) City has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the naming, media and licensing rights of the "Manhattan Beach Open" granted to AOS are owned by City and it is City's good faith belief that the use of such rights by Organizer will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired, notwithstanding the AVP Pro Volleyball Tour Inc.'s purported registration of the trademark in January 13, 2009; and (iii) the

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execution, delivery and performance of this Agreement will not violate the provision of any agreement to which City is a party or by which it is bound.

B) AOS represents and warrants to City that (i) it has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the rights granted to City hereunder will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired; (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which either is a party or by which they may be bound; and (iv) it is fully aware of the AVP's purported registration of the Manhattan Beach Open trademark. Should any purported registration of the MBO trademark affect either Party's ability to fulfill its duties and deliverables as outlined in this Agreement, both Parties agree that such inability to fulfill such duties and deliverables will not be considered a material breach of this Agreement and will be remedied by mutual agreement reached through the on-going discussions between Organizer and City.

XV. USE OF TRADEMARKS OR SERVICE MARKS

City hereby grants a limited license to AOS, for the 2017 through 2019 MBO tournaments only, to use the name "Manhattan Beach Open." City expressly reserves to itself all other rights to use the name "Manhattan Beach Open" which the Parties hereto acknowledge is the sole property of City. Except as expressly provided herein, no Party will have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other identification of the other Party without its prior written consent.

XVI. CONTINGENCIES

This Agreement is contingent upon issuance of all necessary governmental approvals, including but not limited to, all required City of Manhattan Beach and Los Angeles County, or Coastal Commission (if any) approvals and environmental review (if any) required under the California Environmental Quality Act ("CEQA").

XVII. INSURANCE

A) Commencement. AOS will not commence activities under this Agreement until it has obtained insurance as approved by City. Before beginning any activities hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, AOS will have and maintain in place, all of the insurance coverages required by this Section XVII. AOS's insurance will comply with all items specified by this Agreement. Any subcontractors of AOS will be subject to all of the requirements of this Section XVII, and AOS will be responsible for obtaining evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder will be issued by insurers authorized to do business in the State of California.

B) Coverages; Limits and Policy Requirements. AOS will maintain the types of coverages and limits indicated below:

1) **COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001, ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy will be no less than Two Million Dollars (\$2,000,000) per occurrence. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide City with a certificate evidencing such insurance, and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions for any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

2) **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol I (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability will be no less than One Million Dollars (\$1,000,000) per accident. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide City with a certificate evidencing such insurance and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions of any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto), or other form approved by the City's Risk Manager, must be executed by the applicable insurance underwriters.

3) **WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employer's Liability Insurance will have a minimum limit of not less than one million dollars (\$1,000,000) per claim. The policy will contain, or be endorsed to include a waiver of subrogation in favor of City.

C) Additional Requirements. The procuring of such required policies of insurance will not be construed to limit the liability of AOS hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There will be no

recourse against City for payment of premiums or other amounts with respect thereto. City will notify AOS in writing of changes in the insurance requirements. If AOS does not deposit certificates evidencing acceptable insurance coverage policies with City incorporating such changes within 60 days of receipt of such notice, AOS will be deemed to be in default hereunder. Any deductibles or self-insured retentions must be declared to and approved by City.

D) Verification of Compliance. AOS will furnish City with a certificate evidencing coverage required by this Agreement.

XVIII. INDEMNIFICATION

AOS agrees to indemnify, defend, and hold harmless City and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of, or in any way connected with performance of this Agreement by AOS, its agents, officers, employees, subcontractors or independent contractor(s) hired by AOS, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by AOS.

City agrees to indemnify, defend, and hold harmless AOS and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of the performance of the obligations specified in this Agreement by City, City's agents, officers, employees, subcontractors, or independent contractor(s) hired by City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by City.

XIX. INDEPENDENT CONTRACTOR/POLICE POWER

City and AOS will each be and act as independent contractors. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way other than as authorized by this Agreement. Nothing in this Agreement will be construed to create a joint venture between the Parties or to obligate any other Party for debts or obligations incurred by the other Party in the performance of this Agreement.

Nothing in this Agreement shall be construed as a limitation on City's exercise of its police power, including, but not limited to, the exercise of its discretion in consideration of any permit application required for the event contemplated by this Agreement.

XX. FAILURE TO OBJECT NOT A WAIVER

The failure of any Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party which is in violation of the terms hereof will not

be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

XXI. CONFIDENTIAL INFORMATION

Each Party acknowledges that confidential information may be disclosed to the other Party during the course of this Agreement, including but not limited to this Agreement and the terms hereof, all communications and negotiations between the parties and/or third parties, emails, financial documents and any other information a Party may have learned about the other Party. Each Party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information (at all times executing at least reasonable care), during the period this Agreement is in effect, three years following expiration or termination of this Agreement, to prevent the duplication or disclosure of confidential information to other than by or to its employees or agents who must have access to the confidential information to perform such Party's obligations hereunder. The foregoing notwithstanding, each Party may disclose such terms as may be required by law, including but not limited to the California Public Records Act. The parties will not make any statements, publicly or privately, which disparages or would reasonably be expected to disparage the other Party or any of its employees, officers or directors.

XXII. NOTICES

All notices required or permitted hereunder will be deemed duly given on the date sent by certified mail, postage prepaid, addressed to the Parties as follows:

If to AOS:

AOS Group, LP
1300 Quail Street, Suite 200
Newport Beach, CA 92660

Telephone: (949) 679-3599
Email: dsun@avp.com

If to City:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attn: Director of Parks & Recreation

cc: City Attorney

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XXIII. LIMITATION ON ASSIGNMENT

A) The rights and obligations under this Agreement may be assigned or delegated by the Parties only with the prior written consent of the other Party. Any attempted assignment or delegation, without the prior written consent of the other Party will be voidable at the discretion of the non-assigning Party.

B) This Agreement and all of the terms and provisions hereof will be binding upon and will insure to the benefit of the Parties hereto and their respective successors and assigns.

XXIV. APPROVAL

Whenever approval, consent, information, or data is herein required of either or both Parties, the same will not be unreasonably or arbitrarily delayed or withheld.

XXV. COMPLIANCE WITH THE LAW

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the Parties will promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it will be deemed cancelled by mutual agreement of the Parties and neither Party will have any further obligations or liabilities with respect to this Agreement.

XXVI. SURVIVAL

In the event that this Agreement is terminated for any reason during the term, Sections VI, VII, XVII, and XVIII will survive the termination of this Agreement in perpetuity.

XXVII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both Parties.

XXVIII. GOVERNING LAW/VENUE

The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Any litigation concerning this Agreement shall take place in the superior or federal district court with geographic jurisdiction over the City of Manhattan Beach.

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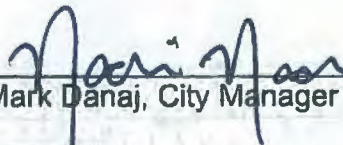
XXIX. CORPORATE AUTHORITY

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH,
a California municipal corporation

AOS GROUP, LP,
a California limited partnership

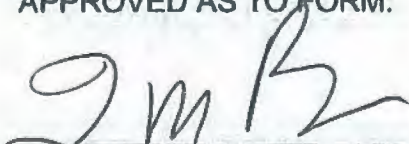
for 
Mark Danaj, City Manager


Donald Sun, Managing Partner

ATTEST:

 8-17-17
Liza Tamura, City Clerk

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:


Mark Leyman, Director of Parks and
Recreation



CITY OF MANHATTAN BEACH PARKS & REC

1400 Highland Avenue, Manhattan Beach, CA 90266

JESSICA VINCENT, SR RECREATION MANAGER

WEBSITE: www.mbparcsandrec.com **PHONE:** (310) 802-5448

To: Mandy Revell, Coastal Program Analyst
California Coastal Commission
South Coast District Office
301 E Ocean Blvd, Suite 300
Long beach, CA 90802

From: Jessica Vincent, Senior Recreation Manager

Re: 2018 Manhattan Beach Open Coastal Development Permit Admissions

Section 5.7 of the Coastal Development Policy States “The general public shall be provided with free public access to viewing and seating areas within the event area. If any admission is charged for any seating or access, the Operator shall post clearly legible signs to designate at least 75% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) that is reserved for the general public for free on a first-come, first-served basis. The signs, at least two square feet in area shall state “Free Admission Area.” The remaining 25% (or less) of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) may be paid seating, or reserved for preferred VIP seating and/or access. **The Operator is permitted to collect fees to access the preferred seating areas. On Saturday and Sunday of the tournament, the Operator shall count and record the number of VIP’s within the event area, and shall provide the City and the Coastal Commission with the data within one month of the end of the tournament.”**

In 2018, the total number of attendees is estimated to be 4,500 in the Stadium Court during the Manhattan Beach Open and the total number of VIP tickets is listed below:

Friday - 129
Saturday - 345
Sunday – 255

Should you have additional questions, please feel free to contact me at jvincent@citymb.info.

Thank you,

Jessica Vincent

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Exhibit 5

CITY OF MANHATTAN BEACH
NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MANHATTAN
BEACH TO CONSIDER AN APPLICATION FOR A COASTAL DEVELOPMENT PERMIT

A public hearing will be held before the City Council regarding an application for a Coastal Development Permit for a temporary sporting event development located within the appeal jurisdiction of the Coastal Zone.

Applicant: City of Manhattan Beach Parks & Recreation Department
Project File Number: CA 19-02

Project Location: 1, 11, & 12 Manhattan Beach Blvd., 1121 Ocean Dr. - Beach area south of the Manhattan Beach Pier, Portion of the Pier, Lower Pier Parking Lots, and Portion of South Upper Pier Parking Lot

Project Description: Spectator bleachers, a VIP platform with beer and wine service, and accessory structures for the Manhattan Beach Open Volleyball Tournament, an annual event to be held August 15-18, 2019.

Environmental Determination: The temporary activity is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15304e, "Minor Alterations to Land", 15311c, "Accessory Structures, and 15323, "Normal Operation of Facilities for Public Gatherings".

Project Planner: Eric Haaland, Associate Planner (310) 802-5511, ehaaland@citymb.info
Mailing Address: 1400 Highland Avenue, Manhattan Beach, CA 90266

Public Hearing Date: Wednesday, March 6, 2019
Time: 6:00 p.m.
Location: Council Chambers, City Hall, 1400 Highland Avenue, Manhattan Beach

Further Information: For further information, contact Jessica Vincent (310) 802-5405, jvincent@citymb.info, or project Planner. The project file is available for review at the Community Development Department at City Hall. A Staff Report will be available for public review on, or before, the following dates: Civic Center Police Department - Saturday, March 2, 2019, Community Development Dept. at City Hall - Monday, March 4, 2019, City website at <http://www.citymb.info/city-officials/city-council/city-council-meetings-agendas-and-minutes> - Friday, March 1, 2019, after 5 p.m.

Public Comments Oral and written testimony will be received prior to, and during, the public hearing. Anyone may provide written comments that will be forwarded to the City Council.


If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in correspondence delivered to the City Council at, or prior to, the public hearing.

LIZA TAMURA
City Clerk

Publish: February 21, 2019 – Beach Reporter
Mailing: February 19, 2019 – *DTV*

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LEGALS • LEGALS • LEGALS • LEGALS • LEGALS

PUBLIC NOTICE	PUBLIC NOTICE	PUBLIC NOTICE	PUBLIC NOTICE	PUBLIC NOTICE	PUBLIC NOTICE
<p>FICTITIOUS BUSINESS NAME STATEMENT File No. 2019 022415</p> <p>The following person is doing business as BETTER EVERY DAY STATIONS, 1215 S. PATTON AVE. SAN PEDRO, CA 90731. LA COUNTY REGISTERED OWNER: MATTHEW J. JENSEN. This business is conducted as an INDIVIDUAL. The registrant is committed to the best customer service the fictitious business name of name listed above is 10/1/19. Signed: MATTHEW JENSEN, OWNER. This statement was filed with the County Clerk of Los Angeles County, JANUARY 19, 2019. Published as The Beach Reporter No. 1933, FEBRUARY 21, 2019, MARCH 7 & 14, 2019.</p> <p>NOTICE - This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not in any way provide the use in this state of a fictitious business name in violation of the rights of another under federal, state or common law. See Section 11111 et seq., Business and Professions Code.</p>	<p>FICTITIOUS BUSINESS NAME STATEMENT File No. 2019 035070</p> <p>The following person is doing business as ROCK YOUR COMPANY, 1903 CLARK LANE, REDONDO BEACH, CA 90267. LA COUNTY REGISTERED OWNER: THOMAS AND OLGA PARTNER. This business is conducted as a GENERAL PARTNERSHIP. The registrant is committed to the best customer service the fictitious business name of name listed above is N/A. Signed: THOMAS AND OLGA PARTNER. This statement was filed with the County Clerk of Los Angeles County, FEBRUARY 11, 2019. Published as The Beach Reporter No. 1934, FEBRUARY 21, 2019, MARCH 7 & 14, 2019.</p> <p>NOTICE - This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not in any way provide the use in this state of a fictitious business name in violation of the rights of another under federal, state or common law. See Section 11111 et seq., Business and Professions Code.</p>	<p>FICTITIOUS BUSINESS NAME STATEMENT File No. 2019 031921</p> <p>The following person is doing business as JARVIS 400 AVENUE 3, 40711 REDONDO BEACH, CA 90267. LA COUNTY REGISTERED OWNER: JARVIS MEDERVA. This business is conducted as an INDIVIDUAL. The registrant is committed to the best customer service the fictitious business name of name listed above is N/A. Signed: JARVIS MEDERVA. This statement was filed with the County Clerk of Los Angeles County, FEBRUARY 6, 2019. Published as The Beach Reporter No. 1932, FEBRUARY 21, 2019, MARCH 7 & 14, 2019.</p> <p>NOTICE - This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not in any way provide the use in this state of a fictitious business name in violation of the rights of another under federal, state or common law. See Section 11111 et seq., Business and Professions Code.</p>	<p>Case Number 19TRCP00030 ORDER TO SHOW CAUSE FOR CHANGE OF NAME Superior Court of California, County of Los Angeles, 825 Maple Ave., Torrance, CA 90503</p> <p>PETITION OF CARLOS CERVANTES for change of name TO ALL INTERESTED PERSONS: 1. Petitioner CARLOS CERVANTES filed a petition with this court for a decree changing names as follows: Present name CARLOS CERVANTES Proposed name CARLOS KOLE</p> <p>2. THE COURT ORDERS that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name change described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.</p> <p>NOTICE OF HEARING a. Date: MARCH 29, 2019 Time: 9:30AM, Dept M Room</p> <p>b. The address of the court is same as noted above.</p> <p>3. a. A copy of this Order of Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this</p>	 <p>CITY OF MANHATTAN BEACH NOTICE OF A PUBLIC HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH TO CONSIDER AN APPLICATION FOR A COASTAL DEVELOPMENT PERMIT</p> <p>A public hearing will be held before the City Council regarding an application for a Coastal Development Permit for a temporary sporting event development located within the appeal jurisdiction of the Coastal Zone.</p> <p>Applicant: City of Manhattan Beach Parks & Recreation Department Project File Number: CA 19-02</p> <p>Project Location: 1, 11, & 12 Manhattan Beach Blvd., 1121 Ocean Dr., Beach area south of the Manhattan Beach Pier, Portion of the Pier, Lower Pier Parking Lots, and Portion of South Upper Pier Parking Lot</p> <p>Project Description: Spectator bleachers, a VIP platform with beer and wine service and accessory structures for the Manhattan Beach Open Volleyball Tournament, an annual event to be held August 15-18, 2019</p> <p>Environmental Determination: The temporary activity is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15304, Minor Alterations to Land, 15311c, Accessory Structures, and 15323 - Normal Operation of Facilities for Public Gatherings.</p> <p>Project Planner: Eric Haaland, Associate Planner (310) 802-5511, ehaaland@citymb.info Mailing Address: 1400 Highland Avenue, Manhattan Beach, CA 90266</p> <p>Public Hearing Date: Wednesday, March 6, 2019 Time: 6:00 p.m. Location: Council Chambers, City Hall, 1400 Highland Avenue, Manhattan Beach</p> <p>Further Information: For further information, contact Jessica Vincent (310) 802-5405, jvincent@citymb.info, or project Planner. The project file is available for review at the Community Development Department at City Hall. A Staff Report will be available for public review on or before the following dates: Civic Center Police Department - Saturday, March 2, 2019; Community Development Dept at City Hall - Monday, March 4, 2019. City website at: http://www.citymb.info/cityofficials/city-council/city-council-meetings-agendas-and-minutes - Friday, March 1, 2019, after 5 p.m.</p> <p>Public Comments: Oral and written testimony will be received prior to, and during the public hearing. Anyone may provide written comments that will be forwarded to the City Council.</p> <p>If you challenge the proposed actions in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in correspondence delivered to the City Council at or prior to the public hearing.</p> <p>LIZA TAMURA City Clerk</p> <p>Published: February 21, 2019 - Beach Reporter Mailing: February 19, 2019</p>	
<p>FICTITIOUS BUSINESS NAME STATEMENT File No. 2019 035169</p> <p>The following person is doing business as FANTASMO BARRED, 2400 CRESHAW BLVD #4, INGLEWOOD, CA 90304. LA COUNTY REGISTERED OWNER: SUSAN M. MOR. This business is registered as an INDIVIDUAL. The registrant is committed to the best customer service the fictitious business name of name listed above is 12/19. Signed: SUSAN M. MOR, OWNER. This statement was filed with the County Clerk of Los Angeles County, FEBRUARY 11, 2019. Published as The Beach Reporter No. 1933, FEBRUARY 21, 2019, MARCH 7 & 14, 2019.</p> <p>NOTICE - This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not in any way provide the use in this state of a fictitious business name in violation of the rights of another under federal, state or common law. See Section 11111 et seq., Business and Professions Code.</p>	<p>FICTITIOUS BUSINESS NAME STATEMENT File No. 2019 033493</p> <p>The following person is doing business as PRIMA DON TABLE D'ARTICLES, REDONDO BEACH, CA 90267. LA COUNTY REGISTERED OWNER: PRIMA DON TABLE D'ARTICLES OR ORGANIZATION NUMBER 131421691. This business is conducted as an LLC. The registrant is committed to the best customer service the fictitious business name of name listed above is N/A. Signed: AARON NASTANKIN, OWNER. This statement was filed with the County Clerk of Los Angeles County, FEBRUARY 11, 2019. Published as The Beach Reporter No. 1933, FEBRUARY 21, 2019, MARCH 7 & 14, 2019.</p> <p>NOTICE - This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not in any way provide the use in this state of a fictitious business name in violation of the rights of another under federal, state or common law. See Section 11111 et seq., Business and Professions Code.</p>	<p>FICTITIOUS BUSINESS NAME STATEMENT File No. 2019 037658</p> <p>The following person is doing business as HEAVEN AND HARTWOOD STREET BAR, INGLEWOOD, CA 90304. LA COUNTY REGISTERED OWNER: JARVIS MEDERVA. This business is conducted as an LLC. The registrant is committed to the best customer service the fictitious business name of name listed above is N/A. Signed: JARVIS MEDERVA. This statement was filed with the County Clerk of Los Angeles County, FEBRUARY 11, 2019. Published as The Beach Reporter No. 1934, FEBRUARY 21, 2019, MARCH 7 & 14, 2019.</p> <p>NOTICE - This fictitious name statement expires five years from the date it was filed in the office of the county clerk. A new fictitious business name statement must be filed before that time. The filing of this statement does not in any way provide the use in this state of a fictitious business name in violation of the rights of another under federal, state or common law. See Section 11111 et seq., Business and Professions Code.</p>			

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CALIFORNIA COASTAL COMMISSION

MAY 09 2019



SOUTH COAST DISTRICT OFFICE
200 OCEANGATE, 10TH FLOOR
LONG BEACH, CA 90802-4416
VOICE (562) 590-5071 FAX (562) 590-5084

RE: APPLICATION NO. CALIFORNIA COASTAL COMMISSION

APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT

Please Review Attached Appeal Information Sheet Prior To Completing This Form.

SECTION I. Appellant(s)

Name: WILLIAM VICTOR A LAW CORPORATION ^{ASFP} c/o WILLIAM VICTOR

Mailing Address: POST OFFICE BOX 88603

City: LOS ANGELES, CA 90009

Zip Code:

Phone: 516-670-2590

SECTION II. Decision Being Appealed

1. Name of local/port government:

CITY OF MANHATTAN BEACH Department of Parks and Recreation

2. Brief description of development being appealed:

The 2019 Manhattan Beach Open Volleyball Tournament

3. Development's location (street address, assessor's parcel no., cross street, etc.):

MANHATTAN BEACH PIER, MANHATTAN BEACH, LOS ANGELES COUNTY, CA

4. Description of decision being appealed (check one.):

- Approval; no special conditions
- Approval with special conditions:
- Denial

Note: For jurisdictions with a total LCP, denial decisions by a local government cannot be appealed unless the development is a major energy or public works project. Denial decisions by port governments are not appealable.

TO BE COMPLETED BY COMMISSION:

APPEAL NO:

A-5-MNB-19-0030

DATE FILED:

5/9/19

DISTRICT:

South Coast

APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT (Page 2)

5. Decision being appealed was made by (check one):

- Planning Director/Zoning Administrator
- City Council/Board of Supervisors
- Planning Commission
- Other

6. Date of local government's decision: _____

March 6, 2019

7. Local government's file number (if any): _____

CA 1902

SECTION III. Identification of Other Interested Persons

Give the names and addresses of the following parties. (Use additional paper as necessary.)

a. Name and mailing address of permit applicant:

AOS GROUP, LP 1300 QUAIL STREET SUITE 200 NEWPORT BEACH, CA.92460

CITY OF MANHATTAN BEACH, 1400 HIGHLAND AVENUE, MANHATTAN BEACH, CA 90266

b. Names and mailing addresses as available of those who testified (either verbally or in writing) at the city/county/port hearing(s). Include other parties which you know to be interested and should receive notice of this appeal.

(1)

WILLIAM VICTOR POB 88603, LOS ANGELES, CA 90009

(2)

(3)

(4)

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APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT (Page 3)**SECTION IV. Reasons Supporting This Appeal**

1. The March 6, 2019 hearing was not publicized properly. There were two persons who spoke including the undersigned. This appellant was at the City Council because he received notice about another matter and would not have known there was a hearing on that Wednesday, March 6 since all City Hall meetings in Manhattan Beach are known to be scheduled on the first and third Tuesday of each month, There was only one other speaker and he explained he did not know about the hearing on this matter and testified he was not there for this matter and when he learned about this matter he contacted others and they did not know about it and apparently could not be there.
2. The hearing was rushed through with only one question by a council person as to why it had so many days more than any time this annual tournament was held before; the two speakers including the undersigned testified against the tournament and no non employee of the City who appeared at the hearing spoke in favor of it the way it was or is planned.
3. The staff report attached one three year contract with the organizer that was apparently approved in 2017 for the authority of the contents and referred to another contract dated March 6, 2019 that was never attached to the staff report or provided to support this schedule;
4. The contract dated March 8, 2017 that was provided and approved before City Council on March 8, 2017 and it is attached to this appeal as Exhibit A and that in each of the three years at paragraph III (C) that "bleacher load-in may occur only on Thursday one week prior to the tournament ..Organizer must comply with timeline for set up and tear down and ...breakdown of the tournament and breakdown will be completed by 6PM on the Wednesday following the tournament." This language was accompanied with strict deposit penalties to protect the access, use and parking by the beachgoers during these days-
5. This schedule takes a full 13 days away from the beachgoers as appellant testified and applicant does not even spell that out in the staff report. The undersigned testified in opposition to the plan including the fact that for no special reason the two extra days where the access to the beach is now blocked and parking is taken away in the heart of the summer practically two weeks. This appellant suggests that the interference with access would be not greater than it was in past years; that the schedule be same as in the three year agreement or less time taken from the beach use than in the strict liberal requirements of the March 8 2017 agreement. It is less than forthright as usual by the City to rely on some agreement which was not attached nor apparently before any City Council to once again increase the interference with the access which has always been an important issue pursuant to the Coastal Act and the MB LCP. Some say that the Mayor who has been a terrific and avid Volleyball aficionado should have recused himself in this matter but the undersigned says "no" that he is capable of balancing what is fair to those who wish to use the beach without screaming microphones and crowds on the Pier give up a significant number of their planned days of joy on one of California's most gorgeous beaches which is much more beautiful without special persons being able to buy the right to drink beer and wine until they can no longer walk while others who wish to sip a glass of wine and clean up after the drinkers and themselves are prohibited from doing so ..

6. The testimony at the hearing also emphasized that it is not equal access or even actually 75 per cent free seating for persons wishing to buy alcoholic beverages in the parking lot and VIP seating ; it is well recognized that sports and entertainment does not require alcohol to be fun and successful and such sales do expose the City financially when liquor is freely provided; Also increased police protection is expensive and exposure to their safety is simply not worth it when the City's luck is tested. If the visitors are prohibited from drinking so should the persons who are paying for a better view and some convenient food.
7. Section 5(2) page 2 requires that : 'The Operator shall conform to all terms and provisions of that certain agreement between the City and the AVP dated March 6, 2019 when the only agreement made available at the hearing and to this date was the Agreement dated March 8, 2017 in the usual manner the City provides agreements in other important matters; The three attachments provided in Item 13 on Wednesday March 6 indicate that there was only the noted March 2017 agreement attached. Anyone can check on the Internet for the items of any staff report any additional contracts or attachments in any hearing before the MB City Council. You would think that the City Manhattan Beach legal department would have the civility of attaching all documents relied upon in the reasoning .
8. The schematic provided at the hearing on March 6 was not readable and is attached as Exhibit C
9. Section 7 sub paragraph 5 of the resolution 19-0015 (Exhibit B) provides for 2017, 2018 and 2019 "On Saturday, and Sunday of the tournament . the Operator shall count and record the number of VIPs within the event area and shall provide the City and the Coastal Commission with the data within one month of the end of the tournament. The undersigned has requested to inspect the report of 2018 over a month ago pursuant to the California Public Records Act from the City of Manhattan Beach and has not received a response that such information is available .Appellant now requests as part of this appeal to inspect a copy of this report for each of the years it has been required to the date of production pursuant to the California Public Records Act. The minutes by design most often eliminate the point of a speaker's three minutes but a verbatim report of the extremely short hearing partly because it was on a Wednesday not the usual Tuesday and without written to those known to have interest such as the appellant .
10. The same CPRA request to inspect relating to Section 5 subparagraph number 7 of the noted resolution. The CPRA request in Paragraph 9 and this paragraph 10 of this appeal is directed to the City of Manhattan Beach and in the absence of a response from the City, it is directed to the Commission both for the period back to August 2017 to the date of production .If copies are ordered after inspection, this appellant agrees to pay for them if agreed after being advised of the cost in accordance with the CPRA.
11. There are "ticketed" events listed on documents distributed with this application to the Coastal Commission but the price of the tickets have not been disclosed although requested ,Today even no one was available to indicate the planned cost of the tickets for the Pier and other ticketed events.The tickets the public was told are reasonable but there is not an indication and this also affects whether access is protected , available to all who wish to avail themselves of the coastal resource in accordance with the California Coastal Act and the related Mb Local Coastal Program (LCP) and other ordinances, resolutions and statutes. This appellant requests that the Coastal Commission consider the price and availability to the general public when evaluating whether access has been unnecessarily hindered by the ticketing of these events. -2-

12. The undersigned appeals the plan for the "Pier ceremony" a "ticketed" event for 200 unidentified persons or groups which appears to plan to close off the pier Thursday evening August 15, from 5 to 9 pm and serving wine and beer to the ticketed persons. The words "reasonable charges" were used to describe the prices for ticketed items but there it was not indicated what the cost is and who will be able to purchase these. Despite the apparent purchase like take over of the rond house of the Pier by for example, Sketchers' related entities, the Pier and the beach is not owned by the City or any one person and no matter how much profit allegedly goes to the Farmers' Market where the City shares in the profits, it is not in the interest of the beachgoing public to be deprived of or not have access on a nice warm August evening to be not be ble to consider planning a delightful walk on the Pier when it is in their personal and reasonable plans in the middle of the summer. The undersigned vehemently is in opposition of the City Manager or any other entity renting the Manhattan Pier or the beach such as suggested but not noticed in any hearing and opened for properly noticed public hearings on March 6, 2019. The secret nature of ticket prices and the channels of how they are distributed should be the subject of concern by the Honorable Coastal Commission.

13, Another important factor is the continuous failure (year after year) of the Oganizer to protect the rights of the handicapped and the only Photograph is attached is to show the disappointing unlawful signage in very up front violations of the ADA . I overheard one obviously handicapped individual with a handicapped placard on his vehicle state when viewing this violation that it is like the City of Manhattan Beach is "giving the bird" to the less fortunate handicapped persons and saving the spaces for healthy athletes / persons without placards to use spaces without legal signs for available legal parking (for almost two weeks). This is sad for a City that claims it has consideration for the health of others by prohibiting smoking and the use of plastic straws etc. What hiprocacy!

The undersigned reserves the right to supplement this appeal especially when some of the documents and information requested from the City may become available, .

AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of March 8, 2017, by and between the CITY OF MANHATTAN BEACH ("City"), a municipal corporation organized under state law with its principal offices at 1400 Highland Avenue, Manhattan Beach, California 90266, and AOS GROUP, LP, a California limited partnership, having its principal place of business at 1300 Quail Street, Suite 200, Newport Beach, California 92660 ("AOS" or "Organizer") (collectively referred to herein as the "Parties" and individually as a "Party").

RECITALS

- A. City has conducted an annual amateur and professional beach volleyball event entitled "The Manhattan Beach Open" (the "MBO") since 1960 and is the owner of the title "Manhattan Beach Open."
- B. Organizer is the owner and operator of the AVP Pro Beach Volleyball Tour ("AVP") and manages an annual schedule of volleyball events showcasing elite pro volleyball players.
- C. Each year during the term of this Agreement, Organizer shall apply to the City for a Coastal Development Permit to conduct a Pro-Am Men's and Women's Two Person Volleyball Tournament and a 4-Man Recreation Tournament and a Juniors Tournament.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions hereinafter set forth, and intending to be legally bound, the Parties agree as follows:

I. THE MANHATTAN BEACH OPEN

During the term of this Agreement, City authorizes Organizer to conduct the annual MBO, the dates of which will be selected by Organizer in consultation with City. The 2017 MBO will be held during the period of August 17-20, with the amateur qualifying rounds being held on Thursday, August 17. For each year hereafter (in 2018 and 2019), the event will be held the third weekend in August unless both Parties agree to a date change in writing.

A) The agreed upon format for the MBO will be a Pro-Amateur format including both Men's and Women's Divisions with amateur qualifying rounds being played for entry into the professional rounds of the MBO. The playing rules for the MBO will be the AVP rules in effect at the time of the MBO, unless the event is an international event, which in such case shall be governed by the Federation International de Volleyball ("FIVB") international rules. The MBO will be a 32-team draw, and Organizer will have the right to save 24 seeded spots for men and 24 seeded spots for women for Organizer entries, unless the event is an international event, which in such case shall be governed by the FIVB international rules.

EXH. A.

B) The title of the MBO is "The Manhattan Beach Open". Organizer will have the right to include AVP in the official title as long as it appears after the words "Manhattan Beach Open". Organizer specifically acknowledges and agrees that it will not release any information about the MBO to the public which refers to the MBO solely as "The [Primary Sponsor Name] Open." Notwithstanding the foregoing, Organizer will have the right to include one or more "Presented By" sponsors as part of the official title of the MBO so long as the "Presented By" title(s) appear after the words "Manhattan Beach Open" (e.g., "The Manhattan Beach Open Presented by [Sponsor] and [Primary Sponsor]").

C) City will not permit any other men's or women's volleyball event(s) paying more than \$30,000 in prize money (or other benefits equaling more than \$30,000 in value) within 90 days before or after the MBO, unless approved in writing by Organizer.

D) Subject to obtaining required permits and approval of City's Public Works Department, Organizer may erect: (i) bleachers for the MBO's center court, outside courts and seating on the pier and the pier head; and (ii) additional bleacher seating on the pier (a) behind the center court end zone bleachers and (b) on the pier head adjacent to the lifeguard tower. Organizer will ensure that accessways to and from the pier and beach be unobstructed. At least 90 days prior to each MBO, Organizer shall provide the number of requested bleacher seats for Public Works Department review and approval. In no event shall the number of seats exceed 6,500. Any changes to the foregoing in this Section shall require the mutually agreed upon written consent of the Parties and may not violate any required permits and the requirements of regulatory agencies with jurisdiction.

E) All amplified sound speakers will be placed facing to the west.

F) At least 75 percent of the total seating capacity at each court shall be available for the general public on a first-come, first-served basis, free of charge. The remaining seating capacity at each court (including bleachers, sand areas, and courtside boxes) may be paid seating or reserved. Organizer shall provide City with the total number of daily VIP Tickets scanned and sold, and include the total revenues within 25 days after the MBO.

G) VIP viewing and seating areas will be mutually agreed upon, in writing, at least 90 days prior to the event. Organizer shall provide City with 50 VIP passes and one courtside box daily.

H) The City Manager will have final authority on seating areas set up and operations subject to reasonable standards.

I) The Parties agree that all decisions of the City-appointed MBO Event Director will be final regarding any issues that involve compliance with this Agreement as well as any issues that directly or adversely impact the community. The Event Director will consult with a designated representative of Organizer, and it will be the goal of the Parties to reach mutual agreement on matters of event operation.

II. CITY RESPONSIBILITIES

A) City will provide an event director ("MBO Event Director") to oversee and monitor the total operation of the MBO especially in all matters pertaining to event liability and public safety.

B) City will retain the right to conduct, if it desires, a pre-tournament qualifying round, including non-Organizer players and retain the proceeds. However, City will grant Organizer permission to run these qualifying rounds. In that event, Organizer shall retain all the qualifying entry fees minus the permit fee (percentage of entry fee gross revenue) charged by the Los Angeles County Beaches & Harbors Department. From such qualifiers, Organizer shall take a minimum of eight Men's teams and eight Women's teams to play into the professional rounds of the MBO, unless the event is an international event, which in such case shall be governed by the FIVB international rules and mutually agreed upon by City and Organizer.

C) City will provide to Organizer any City services required for the MBO such as police, fire, etc. Expenses incurred by City for these services will be billed to Organizer at City's fully burdened rates. City and Organizer will meet to establish a budget for event costs 90 days prior to the event.

D) City will coordinate all necessary City, Los Angeles County and California Coastal Commission permits. Organizer will reimburse City for all necessary Los Angeles County permit fees. City will waive all necessary City permits fees, including, but not limited to fire permits, Coastal Commission permit, inspections and sound permit.

E) City will provide on-site parking spaces for television coverage equipment, Organizer equipment trucks and personnel. The number of spaces will be 71, consisting of all of the north and south lower parking lot, except for 14 spaces in the north lower parking lot (excluding the handicap spaces). City will also provide street parking on both sides on Manhattan Beach Boulevard below Ocean Drive. In addition, City will close Manhattan Beach Boulevard west of Ocean Drive to bike and vehicular traffic as deemed necessary by public safety personnel, and City will cause all bike riders to walk their bikes on Manhattan Beach Boulevard, west of Manhattan Avenue.

F) During each year's MBO, City will allow sponsors' display booths at the base of the pier and on the sand and will allow distribution of samples of their products during the MBO as long as such sampling does not include: (1) water (subject to agreement between City and Los Angeles County regarding approval of sales and sampling on the beach at the MBO) or (2) alcoholic and tobacco products and (3) as long as such sampling is not in conflict with the restrictions detailed under Section IV hereof.

G) City will allow Organizer to set up a Food Court and Merchandise Fair (which will include the right to sample or sell merchandise and/or other items or services, subject to the restrictions set forth herein) for City and other merchants. The

Food Court and Merchandise Fair shall comply with all applicable Los Angeles County Health Department codes. Organizer shall obtain all required permits, including a Los Angeles County Health Department permit. Organizer shall provide a breakdown of merchandise sales within 25 days after the event. Organizer shall pay to City (as a pass through to the County) the percentage of merchandise sales required by the Los Angeles County Beaches & Harbor permit.

H) City will allow the use of portable bleachers and the placement of a video board on the base of the pier or at a mutually agreed upon area.

I) City will provide waste services, including dumpsters and portable trash bins for the events.

J) City will coordinate ancillary events to be held in center court and raised platform above center court (if available) prior to and after tournament hours. City will provide set-up, cleaning services, and tear down of such ancillary events.

K) City will review and approve a traffic control plan.

L) City shall provide street sweeping of the parking lots prior to the commencement of the tournament set up and upon completion of the tear down.

III. ORGANIZER RESPONSIBILITIES

A) Organizer will not organize, sponsor, promote or lend its name to any additional beach volleyball events with a prize purse of more than \$50,000 to be played on the same dates as the MBO.

B) Organizer shall make its best efforts to guarantee the appearance of 15 of the top 20 available professional volleyball teams (barring injury) to participate in the MBO.

C) Bleacher load-in may occur only on the Thursday one week prior to the tournament. Bleachers and bleacher materials shall be stored and secured under the Manhattan Beach Pier with green screen and fencing. Organizer must comply with the timeline for the set up and tear down of the MBO set by the Coastal Development Permit. Set up for the MBO will begin on the Sunday before the tournament. The MBO, including the amateur qualifying rounds, will take place on Thursday, Friday, Saturday and Sunday of the agreed upon dates and breakdown will be completed by 6:00 p.m. on the Wednesday following the tournament.

D) Organizer will provide, at its own expense, all event production, including but not limited to, nets, sound equipment, volleyballs, scoreboards, announcer's platform, court siding, court lines, tents, booths, possible bleacher seating (to the extent authorized pursuant to Section I.D), and no more than six inflatables. Bleachers cannot exceed the 41.5-foot height limit set by the Coastal Development Permit. Organizer will transport the equipment to the site, set up the equipment in a cooperative and timely fashion, and at the close of the MBO, take down and remove the equipment. A

designated representative of Organizer must remain on-site during the entire tear-down process. Organizer must remove all equipment from the site and, to the reasonable satisfaction of City, sift, clean and level beach sand to remove debris beneath the surface no later than 6:00 p.m. on Wednesday, August 22, 2017. City reserves the right to determine limits on the use of the equipment as it pertains to City ordinances and will enforce all such ordinances for the protection of public health and safety. To ensure compliance with the date and time of removal, Organizer will provide City a \$10,000 security/clean-up deposit. The Parties will meet "on site" on the Wednesday after the MBO at approximately 4:00 p.m. to determine if the site, to include the beach and parking lots, has been reinstated to its original condition. The Parties agree that based on reasonable expectations, Organizer will materially correct any outstanding "clean-up" deficiency on a timely basis. If the deficiency is not corrected by the deadlines set forth below, Organizer will forfeit the deposit, or portions thereof, in accordance with the following schedule:

August 23, 2017	2:00 p.m.	\$3,000 plus City costs
August 24, 2017	2:00 p.m.	\$3,000 additional (\$6,000 total) plus City costs
August 25, 2017	5:00 p.m.	Balance of \$10,000 (\$10,000 maximum)

E) City will return the \$10,000 security/clean-up deposit or the remaining amount thereof if Organizer materially completes the clean-up by the deadlines above. City will return the deposit 30 days after the event. Equivalent deadline dates for future year's events shall be set by the Parties in writing prior to each year's MBO. Each future schedule shall be attached to this Agreement.

F) Organizer will provide all necessary funds, staff, equipment, and materials necessary to adequately promote and seek sponsorship for the MBO at no expense to City. Also, Organizer will provide a designated representative to consult as necessary with the City MBO Event Director regarding all facets of event operation.

G) Organizer will provide on-site tournament staff to handle sponsor relations, television liaison, and player mediations.

H) Organizer shall reimburse City for all its direct "in-house" services, including City personnel (including the MBO Event Director), services, and parking expenses for the event. An estimate of these costs will be provided to Organizer three months prior to each MBO. The projected City costs for the 2017 MBO is \$75,000, which will be paid to City 30 days in advance of the MBO. Actual City departmental costs and Los Angeles Beaches & Harbor permit fees will be itemized and billed to Organizer within 30 days of the completion of the MBO. Organizer shall pay City the amount of the invoice within 30 days of its receipt by Organizer. In addition, Organizer will deposit an additional \$10,000 cleaning deposit (see Section III.D), which is fully refundable upon event clean-up, except as stated in Section III.D.

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Exhibit 7 p. 10 of 36

I) Organizer shall reimburse City for any permits required from the County of Los Angeles and any direct cost of required permits, other than processing fees for City permits.

J) Unless otherwise expressly specified herein, the foregoing responsibilities of Organizer will be discharged at the expense of Organizer.

K) Organizer shall provide adequate access to the MBO location in a manner satisfactory to City, including access to designated parking spaces for people with disabilities. In addition, Organizer shall provide, at its sole cost, a free shuttle on the Saturday and Sunday of the tournament to transport spectators and other beachgoers from a remote parking lot specified in each year's Coastal Development Permit conditions to the downtown drop-off point (Von's supermarket). Up to two shuttle buses, each holding at least 50 persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7:00 a.m. and 7:00 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.

L) Organizer shall provide a free bicycle parking area.

IV. MERCHANDISING, SPONSORSHIP AND LICENSING RIGHTS

A) City grants to Organizer a temporary exclusive license to the MBO consistent with the term of this Agreement which will include, without limitation, all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise.

B) Organizer will be allowed to solicit potential sponsors and contract with sponsors for sponsor exposure at the MBO so long as the following guidelines are observed:

1) No sponsor will be solicited or accepted who manufactures, markets or are identified in any way with a feminine hygiene product, any disease control products or any product or service considered illegal under the laws of the United States or the State of California.

2) No sponsor will be solicited or accepted who produces any form of sexually related film or product or any and all products not deemed by City to be acceptable to public sensibilities or morals.

3) No sponsor will be solicited or accepted who produces any form of tobacco products.

4) These guidelines are not intended to exclude as sponsors those that are manufacturers of or distributors of distilled spirits, wines, wine products, beer or fast foods.

C) City will allow sign exposure areas at the MBO for sponsors, including but not limited to, customary court banners, booths, hospitality areas and bleacher banners. In addition, Organizer will have the right to have signage on the railings on the south side of the pier and on the railings along the bike path in the area of the MBO. Further, City will allow vehicles (e.g., official sponsor vehicles, watercraft, etc.) on the sand in connection with the MBO, as permitted by the Local Coastal Program.

V. PROMOTION OF THE MBO

A) Organizer will provide all funds, staff, equipment, and materials necessary to adequately promote and advertise the MBO. City will assume no advertising obligation except as specifically provided herein. City will promote the MBO by cooperating with the press and agreeing to place posters in City-approved locations and assisting in the placement of street and pole banners. Organizer will provide all publicity and promotional materials.

B) City will permit Organizer to advertise and promote the MBO within the City for a minimum of four weeks prior to the tournament. This commitment will include the following:

1) Organizer will provide street banners to City at least 40 days prior to the MBO. City will schedule and hang street banners at City-approved locations commencing 30 days prior to the MBO. City will remove street banners upon completion of the event.

2) Organizer will have the exclusive right to hang pole banners in specific locations approved by City commencing two weeks prior to the MBO. A list of specific locations will be submitted to City at least 90 days prior to the MBO.

3) All street and pole banner designs must be approved by City. Organizer will be responsible for the costs of hanging and removing all such banners. City will not charge any permit fees in connection with such banners.

4) Organizer may provide City storefront posters, which will be distributed to local businesses and City facilities by City. In addition, Organizer will be prohibited from handing out fliers, posters, index cards, and any other promotional material in the downtown area. In return, to the full extent allowed by law, City will prohibit other non-event sponsors of Organizer from distributing product or promotional literature in the downtown area. In addition, Organizer will have the right to issue local newspaper releases.

5) All street and pole banner designs and MBO artwork must be pre-approved by City.

C) All support and point-of-purchase materials will list the MBO and all event posters, counter cards and schedules will mention City.

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D) City will acknowledge Organizer in any local television programming that highlights upcoming events.

E) City will give the MBO preferred placement on its web site, if possible.

F) City will include MBO artwork in all marketing materials, including the quarterly brochure, City website, and social media. All artwork will be provided by Organizer.

VI. MEDIA AND DISTRIBUTION

Organizer will have the exclusive right to solicit and negotiate all radio, film, digital, and television broadcast agreements.

A) A live broadcast by the sponsor radio station and filming of the MBO will be allowed at the MBO. All radio broadcast and/or filming set-ups are to be approved and licensed by the proper City representatives who will be available and on hand at the time of set-up. Approval will take into account the desire of the Parties to allow a first quality broadcast and the technical needs of the broadcasters.

B) Organizer will provide City with a DVD and digital "line cut" of the finished content and edit of the MBO broadcast and web cast, within one month after the end of the tournament (or as soon as available).

C) City and Organizer will own all rights to all radio, photo, digital content, and television product of the MBO. City will be afforded the right to use the digital, photo and television productions as long as they are used for non-commercial purposes such as historical documentation and promotion of the MBO. Organizer agrees that all such usage of content from the MBO will be complimentary and positive to City, the MBO and the citizens of City. In all cases, City has the right to review and approve all such usage of content generated by the MBO (approval of such usage not to be unreasonably withheld).

VII. MBO MERCHANDISE

A) City will not prohibit the sale of domestic series or MBO-related or event merchandise, sponsor apparel, or volleyballs at the base of the pier or on the sand.

B) The MBO-specific apparel and non-consumable souvenir merchandise will be developed by Organizer. Organizer will have the exclusive right to create, market and license the MBO-specific merchandise. All MBO-specific merchandise will comply with the title requirements set forth herein and as follows:

1) Sales and distribution of the MBO-specific merchandise plan shall be subject to approval by City.

2) City shall have input and approval of all designs and products Stock Keeping Units (SKUs).

3) Organizer to provide a list of product SKUs for approval by City, including but not limited to, t-shirts, sweatshirts, hats, shorts, volleyballs, toys, equipment, etc.

C) No other consumables or non-consumables will be sold or given away at the site except as specified in this Agreement or as approved in writing by City prior to the MBO.

VIII. PRIZE MONEY

Organizer shall provide for a minimum \$75,000 in prize money for each of the Men's and Women's Open Divisions, for a total of \$150,000. Organizer shall present the prize money levels to City 120 days prior to the commencement of the tournament in any given year. The prize money levels for each year of the MBO shall not be less than \$150,000 (i.e., \$75,000 for each gender).

IX. PREFERRED VENDORS

In good faith, the Organizer will use City preferred vendors to include local Manhattan Beach based businesses, CSC security services, IMC, etc. A list of preferred vendors will be provided by City to Organizer.

X. TERM

This Agreement will be effective for a period of three years commencing with the 2017 Manhattan Beach Open and extending through the 2019 Manhattan Beach Open.

XI. RENEWAL

Provided Organizer is not in default of its obligations hereunder, City agrees that before granting any rights to a third party for the exclusive license to the MBO consistent with the terms of this Agreement which will include, without limitation, the production of a pro beach volleyball tournament entitled the "The Manhattan Beach Open," all merchandising of the MBO plus the right to obtain sponsors and advertisers, to produce and sell television, digital and new media programming, as well as to produce and sell MBO merchandise in 2020 – 2022, if held, City will first negotiate in good faith with Organizer during a 30-day period as designated in writing by City. If City and Organizer fail to reach an agreement during that 30-day period, Organizer will have the right within 14 days thereafter to submit to City in writing the terms and conditions (the "Final Offer") Organizer is willing to offer or accept for such rights as Organizer of the 2020 – 2022 Manhattan Beach Open.

XII. FORCE MAJEURE

If in any year during the term hereof an entire MBO cannot take place as planned due to inclement weather, the failure of any permitting agency to timely issue a necessary permit, or other force majeure outside the Parties' reasonable control, such failure to hold the affected MBO on its originally scheduled date will not be treated as a breach of

this Agreement by either Party and each Party will use their commercially reasonable efforts to reschedule the MBO on a mutually agreeable date. If no substitute date is set within 90 days of the force majeure event: (i) each Party will be responsible for its own expenses with respect to the affected MBO, and (ii) both Parties will have no further obligations to each other with regard to the affected MBO.

XIII. DEFAULT

A) The following events will constitute an event of default ("Event of Default") under this Agreement regardless of whether any such event is voluntary or involuntary or results from the operation of applicable laws, rules or regulations or is pursuant to or in compliance with any judgment, decree or order of any court of competent jurisdiction:

1) either Party makes any material misrepresentation or materially breaches any warranty made herein and fails to cure such breach within 14 days of its receipt of the written notice of such breach provided such breach is curable;

2) either Party commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or similar law, or will make a general assignment for the benefit of creditors, or will have an involuntary case or other proceeding instituted against it seeking similar relief; or

3) either Party otherwise fails to perform or observe any other material covenant or material condition set forth herein and such failure continues unremedied for a period of 14 days after the receipt of written notice thereof from the non-defaulting Party outlining the default and method of cure.

B) Upon the occurrence of an Event of Default, and at any time thereafter so long as the same is continuing, the non-defaulting Party may declare, at its option, this Agreement to be in default and (i) may immediately terminate this Agreement without any liability whatsoever other than liabilities accrued to such date by giving the defaulting Party written notice of termination; (ii) may seek enforcement by appropriate court action of the terms hereof and recover damages for the breach hereof; (iii) may exercise any other right or remedy available to it under law or in equity; or (iv) may seek any permitted combination of such remedies. No remedy is intended to be exclusive but each will be cumulative, and the exercise of any such remedy will not preclude the simultaneous or later exercise of any other remedy.

XIV. REPRESENTATIONS AND WARRANTIES

A) City represents and warrants to AOS that (i) City has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the naming, media and licensing rights of the "Manhattan Beach Open" granted to AOS are owned by City and it is City's good faith belief that the use of such rights by Organizer will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired, notwithstanding the AVP Pro Volleyball Tour Inc.'s purported registration of the trademark in January 13, 2009; and (iii) the

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execution, delivery and performance of this Agreement will not violate the provision of any agreement to which City is a party or by which it is bound.

B) AOS represents and warrants to City that (i) it has the full right and authority to enter into and perform its obligations under this Agreement; (ii) the rights granted to City hereunder will not violate the rights of any third party and the full right to exercise the same have in no way been limited, diminished, or impaired; (iii) the execution, delivery and performance of this Agreement will not violate the provision of any agreement to which either is a party or by which they may be bound; and (iv) it is fully aware of the AVP's purported registration of the Manhattan Beach Open trademark. Should any purported registration of the MBO trademark affect either Party's ability to fulfill its duties and deliverables as outlined in this Agreement, both Parties agree that such inability to fulfill such duties and deliverables will not be considered a material breach of this Agreement and will be remedied by mutual agreement reached through the on-going discussions between Organizer and City.

XV. USE OF TRADEMARKS OR SERVICE MARKS

City hereby grants a limited license to AOS, for the 2017 through 2019 MBO tournaments only, to use the name "Manhattan Beach Open." City expressly reserves to itself all other rights to use the name "Manhattan Beach Open" which the Parties hereto acknowledge is the sole property of City. Except as expressly provided herein, no Party will have the right to use in any way the corporate or trade name, trademark(s), service mark(s), logo(s), or other identification of the other Party without its prior written consent.

XVI. CONTINGENCIES

This Agreement is contingent upon issuance of all necessary governmental approvals, including but not limited to, all required City of Manhattan Beach and Los Angeles County, or Coastal Commission (if any) approvals and environmental review (if any) required under the California Environmental Quality Act ("CEQA").

XVII. INSURANCE

A) Commencement. AOS will not commence activities under this Agreement until it has obtained insurance as approved by City. Before beginning any activities hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, AOS will have and maintain in place, all of the insurance coverages required by this Section XVII. AOS's insurance will comply with all items specified by this Agreement. Any subcontractors of AOS will be subject to all of the requirements of this Section XVII, and AOS will be responsible for obtaining evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder will be issued by insurers authorized to do business in the State of California.

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B) Coverages; Limits and Policy Requirements. AOS will maintain the types of coverages and limits indicated below:

1) **COMMERCIAL GENERAL LIABILITY INSURANCE** - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001, ed. 11/88 or 11/85, with no special limitations affecting City. The limit for all coverages under this policy will be no less than Two Million Dollars (\$2,000,000) per occurrence. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide City with a certificate evidencing such insurance, and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions for any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

2) **COMMERCIAL AUTO LIABILITY INSURANCE** - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability will be no less than One Million Dollars (\$1,000,000) per accident. City, its employees, officials and agents, will be added as additional insureds by endorsement to the policy. The insurer will provide City with a certificate evidencing such insurance and such certificate will state that the insurer will not cancel or materially modify such insurance policies with notice to be delivered in accordance with the policy provisions of any cancellation, non-renewal or material change in coverage. The policy will contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy will be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto), or other form approved by the City's Risk Manager, must be executed by the applicable insurance underwriters.

3) **WORKERS' COMPENSATION INSURANCE** - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employer's Liability Insurance will have a minimum limit of not less than one million dollars (\$1,000,000) per claim. The policy will contain, or be endorsed to include a waiver of subrogation in favor of City.

C) Additional Requirements. The procuring of such required policies of insurance will not be construed to limit the liability of AOS hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There will be no

recourse against City for payment of premiums or other amounts with respect thereto. City will notify AOS in writing of changes in the insurance requirements. If AOS does not deposit certificates evidencing acceptable insurance coverage policies with City incorporating such changes within 60 days of receipt of such notice, AOS will be deemed to be in default hereunder. Any deductibles or self-insured retentions must be declared to and approved by City.

D) Verification of Compliance. AOS will furnish City with a certificate evidencing coverage required by this Agreement.

XVIII. INDEMNIFICATION

AOS agrees to indemnify, defend, and hold harmless City and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of, or in any way connected with performance of this Agreement by AOS, its agents, officers, employees, subcontractors or independent contractor(s) hired by AOS, except such loss or damage which is caused by the sole active negligence or willful misconduct of City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by AOS.

City agrees to indemnify, defend, and hold harmless AOS and its boards, officers, agents, attorneys and employees from any and all claims, liabilities, losses, expenses, or damages of any nature (including attorneys' fees and costs) arising out of the performance of the obligations specified in this Agreement by City, City's agents, officers, employees, subcontractors, or independent contractor(s) hired by City. This indemnity will apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by City.

XIX. INDEPENDENT CONTRACTOR/POLICE POWER

City and AOS will each be and act as independent contractors. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way other than as authorized by this Agreement. Nothing in this Agreement will be construed to create a joint venture between the Parties or to obligate any other Party for debts or obligations incurred by the other Party in the performance of this Agreement.

Nothing in this Agreement shall be construed as a limitation on City's exercise of its police power, including, but not limited to, the exercise of its discretion in consideration of any permit application required for the event contemplated by this Agreement.

XX. FAILURE TO OBJECT NOT A WAIVER

The failure of any Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other Party which is in violation of the terms hereof will not

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be construed as a waiver thereof, nor of any future breach of subsequent wrongful conduct.

XXI. CONFIDENTIAL INFORMATION

Each Party acknowledges that confidential information may be disclosed to the other Party during the course of this Agreement, including but not limited to this Agreement and the terms hereof, all communications and negotiations between the parties and/or third parties, emails, financial documents and any other information a Party may have learned about the other Party. Each Party shall take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information (at all times executing at least reasonable care), during the period this Agreement is in effect, three years following expiration or termination of this Agreement, to prevent the duplication or disclosure of confidential information to other than by or to its employees or agents who must have access to the confidential information to perform such Party's obligations hereunder. The foregoing notwithstanding, each Party may disclose such terms as may be required by law, including but not limited to the California Public Records Act. The parties will not make any statements, publicly or privately, which disparages or would reasonably be expected to disparage the other Party or any of its employees, officers or directors.

XXII. NOTICES

All notices required or permitted hereunder will be deemed duly given on the date sent by certified mail, postage prepaid, addressed to the Parties as follows:

If to AOS:

AOS Group, LP
1300 Quail Street, Suite 200
Newport Beach, CA 92660

Telephone: (949) 679-3599
Email: dsun@avp.com

If to City:

City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266
Attn: Director of Parks & Recreation

cc: City Attorney

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XXIII. LIMITATION ON ASSIGNMENT

A) The rights and obligations under this Agreement may be assigned or delegated by the Parties only with the prior written consent of the other Party. Any attempted assignment or delegation, without the prior written consent of the other Party will be voidable at the discretion of the non-assigning Party.

B) This Agreement and all of the terms and provisions hereof will be binding upon and will insure to the benefit of the Parties hereto and their respective successors and assigns.

XXIV. APPROVAL

Whenever approval, consent, information, or data is herein required of either or both Parties, the same will not be unreasonably or arbitrarily delayed or withheld.

XXV. COMPLIANCE WITH THE LAW

Should it be determined that this Agreement or any provision hereof violates any federal, state, or local law or regulation, then the Parties will promptly modify this Agreement to the extent necessary to bring about compliance with such law and/or regulation; provided, however, that if such modification would cause this Agreement to fail in its essential purpose or purposes, it will be deemed cancelled by mutual agreement of the Parties and neither Party will have any further obligations or liabilities with respect to this Agreement.

XXVI. SURVIVAL

In the event that this Agreement is terminated for any reason during the term, Sections VI, VII, XVII, and XVIII will survive the termination of this Agreement in perpetuity.

XXVII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings or agreements in regard hereto. This Agreement cannot be altered or modified except by an agreement in writing signed by both Parties.

XXVIII. GOVERNING LAW/VENUE

The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California. Any litigation concerning this Agreement shall take place in the superior or federal district court with geographic jurisdiction over the City of Manhattan Beach.

XXIX. CORPORATE AUTHORITY

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH,
a California municipal corporation

AOS GROUP, LP,
a California limited partnership

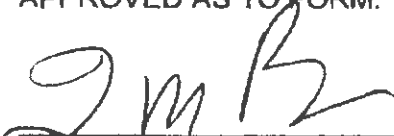
for 
Mark Danaj, City Manager


Donald Sun, Managing Partner

ATTEST:

 8-17-17
Liza Tamura, City Clerk

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:


Mark Leyman, Director of Parks and
Recreation

RESOLUTION NO. 19-0015

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING A COASTAL DEVELOPMENT PERMIT APPROVING THE 2019 MANHATTAN BEACH OPEN ON PROPERTY LOCATED AT THE SOUTH SIDE OF THE MANHATTAN BEACH PIER, AND ADJACENT PARKING LOTS, IN THE CITY OF MANHATTAN BEACH (CA 19-02)

THE MANHATTAN BEACH CITY COUNCIL HEREBY FINDS, RESOLVES AND DETERMINES AS FOLLOWS:

SECTION 1. AOS Group ("Operator" or "AVP"), in conjunction with the Manhattan Beach Parks & Recreation Department, has applied for a Coastal Development Permit ("Permit" or "CA 19-02") to allow temporary spectator bleachers, a VIP platform with beer and wine service, and related structures for a 13-day period (including setup and breakdown) and to host the 2019 Manhattan Beach Open volleyball tournament ("tournament" or "event") adjacent to the Manhattan Beach Pier. The event includes stadium/bleacher seating and similar temporary structures located on the beach, and a portion of the South Lower Pier Parking Lot and abutting County Bikepath. The Operator is also seeking permission to charge an admission fee for a certain percentage of the stadium seating.

SECTION 2. The project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA), pursuant to Sections 15304(e) "Minor Alterations to Land", 15311(c) "Accessory Structures", and 15323 "Normal Operations of Facilities for Public Gatherings". The project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

SECTION 3. On March 6, 2019, the City Council conducted a duly noticed public hearing regarding the event, at which time it received oral and written testimony.

SECTION 4. Based upon the evidence presented at the public hearing, the City Council hereby finds that the event, as conditioned herein, is in accordance with the objectives and policies of the Manhattan Beach Coastal Program, including Policies I.A.1 – I.A.3 regarding accessways, traffic flow, parking, and pedestrian access, as follows:

- a) The proposed temporary bleacher structures comply with the applicable standards of the Manhattan Beach Coastal Program Zoning Code.
- b) The structures shall not obstruct accessways within the coastal zone. While they will occupy some space on the beach, access from the Strand,

bike path, and pier to the coastline and surrounding beach area shall remain available.

- c) Any displacement of normal views or use of the space shall be temporary for the period allowed by the proposed permit.
- d) Installation and use of the bleachers and related structures shall be subject to the restrictions (timing, shuttle, signs, trash, etc.) of the City's tournament agreement with the tournament operator.
- e) The temporary event shall encourage coastal access by a broader than typical segment of the public due to national marketing, and free parking and free shuttle service available to all beach users.

SECTION 5. Based upon the foregoing, the City Council hereby approves a Coastal Development Permit for temporary bleachers, VIP platforms with beer and wine service, and related structures for the 2019 Manhattan Beach Open volleyball tournament during the period of August 15-18, 2019, subject to the conditions listed below. The Permit will be implemented in conformance with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.

- 1. The event shall be in substantial conformance with the plan submitted to, and approved by the City Council for the 2019 Manhattan Beach Open, on March 6, 2019.
- 2. The Operator shall conform to all terms and provisions of that certain agreement between the City and AVP, dated March 6, 2019. ←
- 3. The Operator shall provide access to the Community Development Department, and other responsible agency staff to inspect the site and the development during construction.
- 4. The Operator shall comply with all provisions and policies of the Certified Manhattan Beach Local Coastal Program (LCP) and all applicable development regulations of the LCP - Implementation Program.
- 5. The Operator shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively "the City" hereinafter) from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, and any and all claims, lawsuits or actions arising from the granting of or the exercise of the rights permitted by this Permit, and from any and all claims and losses occurring or resulting to any person, firm, corporation or property

for damage, injury or death arising out of or connected with the performance of the use permitted hereby. The Operator's obligation to indemnify, defend and hold harmless the City as stated herein shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits or actions, expert witness fees, and any award of damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action. In the event a claim, lawsuit or action is filed, the Operator shall enter into a reimbursement agreement within 15 days of the date such claim, lawsuit or action is served on the City to reimburse the City for all costs and fees incurred by the City in its defense. The City may require a deposit in an amount estimated by the City to pay such costs and fees.

6. All structures associated with the event shall be limited to 41.5 feet in height, as measured from the beach sand.
7. The general public shall be provided with free public access to viewing and seating areas within the event area. If any admission is charged for any seating or access, the Operator shall post clearly legible signs to designate at least 75% of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) that is reserved for the general public for free on a first-come, first-served basis. The signs, at least two square feet in area shall state "Free Admission Area." The remaining 25% (or less) of the total seating capacity at each court (including bleachers, sand areas and viewing platforms/risers surrounding each court) may be paid seating, or reserved for preferred VIP seating and/or access. The Operator is permitted to collect fees to access the preferred seating areas. On Saturday and Sunday of the tournament, the Operator shall count and record the number of VIP's within the event area, and shall provide the City and the Coastal Commission with the data within one month of the end of the tournament.
8. The Operator shall implement a Traffic and Parking Management Plan, subject to City review and approval. At a minimum, the Plan shall include: a free bicycle parking area; free remote parking; free beach shuttle bus service; and maintenance of existing handicapped parking spaces. The Plan shall include a requirement that all existing handicapped (HC) parking spaces in the upper and lower pier parking lots, lower pier parking lots, and along Manhattan Beach Boulevard, are reserved for use by persons with vehicles displaying valid handicapped placards. Vehicles associated with the Operator or the event shall not reserve or occupy any handicapped parking spaces unless such vehicle displays a valid handicapped placard.

9. Commencing on the Sunday prior to the tournament and continuing through the Wednesday following the tournament, the City will allow AVP the exclusive use of the two lower pier parking lots located at the base of the pier (71 stalls, not including HC stalls). AVP personnel, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the spaces identified in Condition 10 in conformance with the restrictions therein.
10. Commencing on the Wednesday prior to the tournament, and continuing through the Sunday of the tournament, the City will allow AVP the exclusive use of 14 parking spots in the south portion of the upper south pier parking lot. The remaining parking spaces within the upper pier parking lots shall be reserved for the general public on a first-come, first served basis. AVP personnel, officials, officers, employees, agents, contractors and subcontractors shall not use any other City parking lots in the vicinity of the Pier, except the parking lots identified in Condition 9 in conformance with the restrictions therein.
11. On Saturday and Sunday of the tournament, AVP shall provide free remote parking supply at the lower, easterly City-owned parking lot adjacent to the Manhattan Village Shopping Center, or similar parking lot for the general public (i.e., beachgoers, event spectators and AVPAVP guests). AVP shall monitor and record the number of persons and cars using the remote parking lot on each day and provide the City and the Coastal Commission with the data within one month of the end of the tournament.
12. On Saturday and Sunday of the tournament, AVP shall provide a free shuttle bus service to transport people (i.e., beachgoers, event spectators and AVP guests) between the remote parking lot and the downtown drop-off point (Von's Supermarket). At least two shuttle buses, each holding at least 50 persons, shall run continuously between the drop-off point and the remote parking lot each day between the hours of 7:00 a.m. to 7:00 p.m. One or both of the shuttle buses shall accommodate wheelchairs and handicapped persons. The "headway" time between shuttle service pick-ups shall be not more than 15 minutes.
13. Commencing on Tuesday prior to the tournament, AVP shall provide conspicuously posted on-street informational signs and banners to direct visitors to the free remote parking lot and inform them of the free beach shuttle bus stops. All signage shall be retrieved and properly removed on Monday following the tournament.
14. Commencing on Tuesday prior to the tournament, AVP shall provide no fewer than eight radio announcements and three newspaper

advertisements within the Los Angeles County area informing the public of the shuttle service. These stations shall represent all diverse ethnic and cultural Los Angeles radio markets and shall include Spanish language, youth and news stations. The Operator shall provide copies of each print advertisement to the City and the Coastal Commission within one month of the end of the tournament.

15. The event shall not interfere with the public's access to and use of the pier. Pedestrian access to and from the pier shall remain open and unobstructed at all times. A safe level pathway with a minimum clear width of four feet shall be maintained between the pier and any bleacher or other obstructions. No tents, vehicles (except for emergency vehicles), fences, barriers or other similar structures shall be placed on the pier. The Operator shall monitor the pier in order to prevent any unpermitted encroachments by event sponsors and vendors.
16. The event shall not interfere with the public's use of the bicycle path and The Strand (the public walkway that parallels the beach). The bicycle path and The Strand shall remain open and unobstructed. Temporary re-routing of the bike path during bleacher/platform construction shall be in compliance with the requirements of Los Angeles County, and be addressed in the parking and traffic management plan. No fences, vehicles, materials or structures shall otherwise be parked or placed on the bicycle path or The Strand. The Operator shall monitor The Strand and bicycle path in order to prevent any encroachments by event sponsors and vendors.
17. The event, and all associated development, shall not encroach any closer to the shoreline than 50 feet, measured from the highest water mark.
18. Beer and wine service, and consumption, shall be limited to the VIP platform areas subject to all applicable requirements of the State of California, and County of Los Angeles. Such service and consumption shall only occur between 12:00 noon and 9:00 p.m. on August 15-18, 2019.
19. By acceptance of this Coastal Development Permit, AVP agrees to remove and legally dispose of all trash, waste, oil, grease, and other materials that may be deposited on-site incidental to the volleyball tournament, associated activities, and the general public's use of the event site, pier and adjacent parking facilities. Such clean-up and disposal shall be completed at the end of each day's activities.

SECTION 6. The entitlements conferred by this Resolution shall become effective when all time limits for appeal as set forth in Manhattan Beach Municipal Code

Section 10.100.030, and the Manhattan Beach Local Coastal Program - Implementation Program Section A.96.160 have expired; and, following the subsequent Coastal Commission appeal period (if applicable), which is 10 working days following notification of final local action. This Resolution upon its effectiveness constitutes the Coastal Development Permit for the 2019 Manhattan Beach Open volleyball tournament, that conforms to the description and conditions provided herein.

SECTION 7. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED March 6, 2019.

Ayes:
Noes:
Absent:
Abstain:

STEVEN A. NAPOLITANO
Mayor

ATTEST:

LIZA TAMURA
City Clerk

13. Consider Adopting Resolution No. 19-0015 Approving a Coastal Development Permit for the 2019 Manhattan Beach Open Volleyball Tournament August 15-18; and Request from AOS GROUP for Special Permit: Limited Alcoholic Beverage Use in the Lower South Pier Parking Lot and VIP Bleacher Seating Area Adjacent to the Stadium Court (Parks and Recreation Director Leyman). 19-0035
- a) CONDUCT PUBLIC HEARING**
- b) ADOPT RESOLUTION NO. 19-0015 APPROVING COASTAL PERMIT AND LIMITED ALCOHOLIC BEVERAGE USE**

Recreation Services Manager Jessica Vincent provided the staff presentation and responded to City Council questions.

Mayor Napolitano opened the public hearing.

Speaker 1 _____
Speaker 2 _____

Bill Victor expressed his concerns with allowing this permit as it takes away beach access in the middle of the summer.

Will Arvizo stated his concern with allowing alcohol on the beach.

Seeing no further requests to speak, Mayor Napolitano closed the public hearing.

A motion was made by Councilmember Howorth, seconded by Councilmember Montgomery, to adopt Resolution No. 19-0015 approving a Coastal Development Permit for the 2019 Manhattan Beach Open Volleyball Tournament August 15-18; and request from AOS GROUP for the Special Permit: limited alcohol beverage use in the lower south pier parking lot and VIP bleacher seating area adjacent to the Stadium Court. The motion carried by the following vote:

Aye: 5 - Napolitano, Hersman, Montgomery, Lesser and Howorth

minutes - 3/6/19

2019 MANHATTAN BEACH OPEN BY AVP BEACH VOLLEYBALL TOURNAMENT

Thursday, August 15-18, 2019

Southside Manhattan Beach Pier | 1 Manhattan Beach Blvd, Manhattan Beach, CA 90266

EVENT ELEMENTS:

- \$200,000 Prize Purse
- Broadcast Live on NBC
- 32-team (per gender) draw
- 210 teams in qualifier
- Top players in the US
- 12+ Ancillary Courts
- Festival Village
- 20,000+ in attendance

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COASTAL COMMISSION

DEMOGRAPHICS:

- Young, upscale, active
- 81% attended college
- Average HHI - \$115,000+
- 50/50 Male – Female
- 46% are 21-35 years old
- 21% are 35-44 years old

EVENT SCHEDULE:

Thursday, August 15

- 9am-5pm Qualifiers
- 3pm-4pm MBO Walk of Fame Pier Ceremony
- 4pm-9pm Pier Ceremony Reception – Ticketed

Friday, August 16

- 6:30am-8am Sunrise Yoga
- 9am-5pm Main Draw
- 6-8pm Community Movie Night – Free

Saturday, August 17

- 9am-5pm Main Draw

Sunday, August 18

- 9am-6pm Finals

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2019 MANHATTAN BEACH OPEN ANCILARY EVENTS

Thursday, August 15-Sunday, August 18, 2019

Southside Manhattan Beach Pier | 100 Manhattan Beach Blvd, Manhattan Beach, CA 90266

Pier Ceremony Reception EVENT ELEMENTS:

- Ticketed Event for 200
- Proceeds to benefit local non-profit organizations & MB Farmers Market
- Hors d'oeuvre & beer & wine service
- 5:00-9:00pm, Thursday, August 15
- Elevated platform south pier parking lot

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Sun Rise Yoga EVENT ELEMENTS:

- Free
- 150 participants
- Light snacks & beverages
- 6:30-8am, Saturday, August 17
- Elevated platform south pier parking lot

Movie Night EVENT ELEMENTS

- Free
- 300 participants
- Light snacks
- 6:00-9:00pm, Friday, August 17
- Stadium Court

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APR 26 2019

TO:
Honorable Mayor and Members of the City Council

THROUGH:
Bruce Moe, City Manager

CALIFORNIA
COASTAL COMMISSION

FROM:
Mark Leyman, Parks and Recreation Director
Ann McIntosh, Community Development Director
Jessica Vincent, Recreation Manager
Eric Haaland, Associate Planner

SUBJECT:
Consider Adopting Resolution No. 19-0015 Approving a Coastal Development Permit for the 2019 Manhattan Beach Open Volleyball Tournament August 15-18; and Request from AOS GROUP for Special Permit: Limited Alcoholic Beverage Use in the Lower South Pier Parking Lot and VIP Bleacher Seating Area Adjacent to the Stadium Court (Parks and Recreation Director Leyman).

- a) **CONDUCT PUBLIC HEARING**
- b) **ADOPT RESOLUTION NO. 19-0015 APPROVING COASTAL PERMIT AND LIMITED ALCOHOLIC BEVERAGE USE**

RECOMMENDATION:

Staff recommends that the City Council adopt: (1) Resolution No. 19-0015 approving a coastal development permit and temporary use permit for the 2019 Manhattan Beach Open (MBO) scheduled for August 15-18, 2019; and (2) a special permit for limited alcoholic beverage use in the lower south pier parking lot and VIP bleacher seating area adjacent to the stadium court.

FISCAL IMPLICATIONS:

If approved, under the terms of the contract (Attachment), the event operator, Association of Volleyball Professionals (AVP), will reimburse the City for costs associated with the event, estimated to be \$75,000.

BACKGROUND:

The 2018 Manhattan Beach Open was the second year in a three-year agreement between the City and AOS Group (AVP) to operate the MBO.

The 2018 event included stadium seating overlooking center court from the lower south pier parking lot, food booths, live music and interactive game booths. The event set-up included a main stage on the east side of the beach and a VIP "Sky Deck" south of the pier offering beer and wine services.

In addition, the men's and women's final championship matches were broadcast live on national television on NBC with one million viewers, and Amazon Prime provided a live stream throughout the event.

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host a community event the evening of Thursday, August 15 from 5:00 to 9:00 pm. The event will feature local chefs, live music and restaurants. Tickets for the event will be affordable and available to the public. In collaboration with the Manhattan Beach Downtown Business & Professional Association, the City has proposed hosting a free sunrise yoga session and Community Movie Night Friday, August 16.

In addition to the coastal development permit, Los Angeles County Department of Beaches and Harbors will issue a permit in order to hold the event. The County has stated that they will grant a permit only if the City allows the County to have their own sponsors' sample products on the beach. The City Council has permitted this for past events administratively through City staff. Unless directed otherwise, staff will again take this approach. Although this is offered, the County has not sampled products on the beach to date.

To ensure the structure is permitted by the Los Angeles County Building and Safety Department by Wednesday, August 14 (similar to the 2018 event), the AVP proposed setting up on the beach and in the lower South Pier Parking Lot on Thursday, August 9, with tear down completed by August 21.

PUBLIC OUTREACH/INTEREST:

If City Council approves moving forward with the AVP proposal, staff will conduct additional meetings with LA County Department of Beaches and Harbors, Lifeguards, the Departments of Parks and Recreation, Public Works, Fire, Community Development, the Manhattan Beach Downtown Business and Professionals Association and local business owners. The AVP will personally notify residential areas near the event site to ensure they are aware of the event and the associated build out.

Per the Local Coastal Plan requirements, notice of the public hearing was published in the Beach Reporter, and a mailer was sent to owners and occupants within 100 feet of the event site.

ENVIRONMENTAL REVIEW:

The proposed temporary event is exempt from the provisions of the California Environmental Quality Act (CEQA). Per the CEQA Guidelines, the event is exempt pursuant to the following provisions: Section 15304 (e), "Minor Alterations to Land;" Section 15311 (c), "Accessory Structures;" and Section 15323, "Normal Operations of Facilities for Public Gatherings."

The proposed event is a temporary activity being conducted on a public beach in which the event will not result in any degradation or alteration to the condition of land, water or vegetation. Based upon past events of this nature, no permanent environmental effects are anticipated.

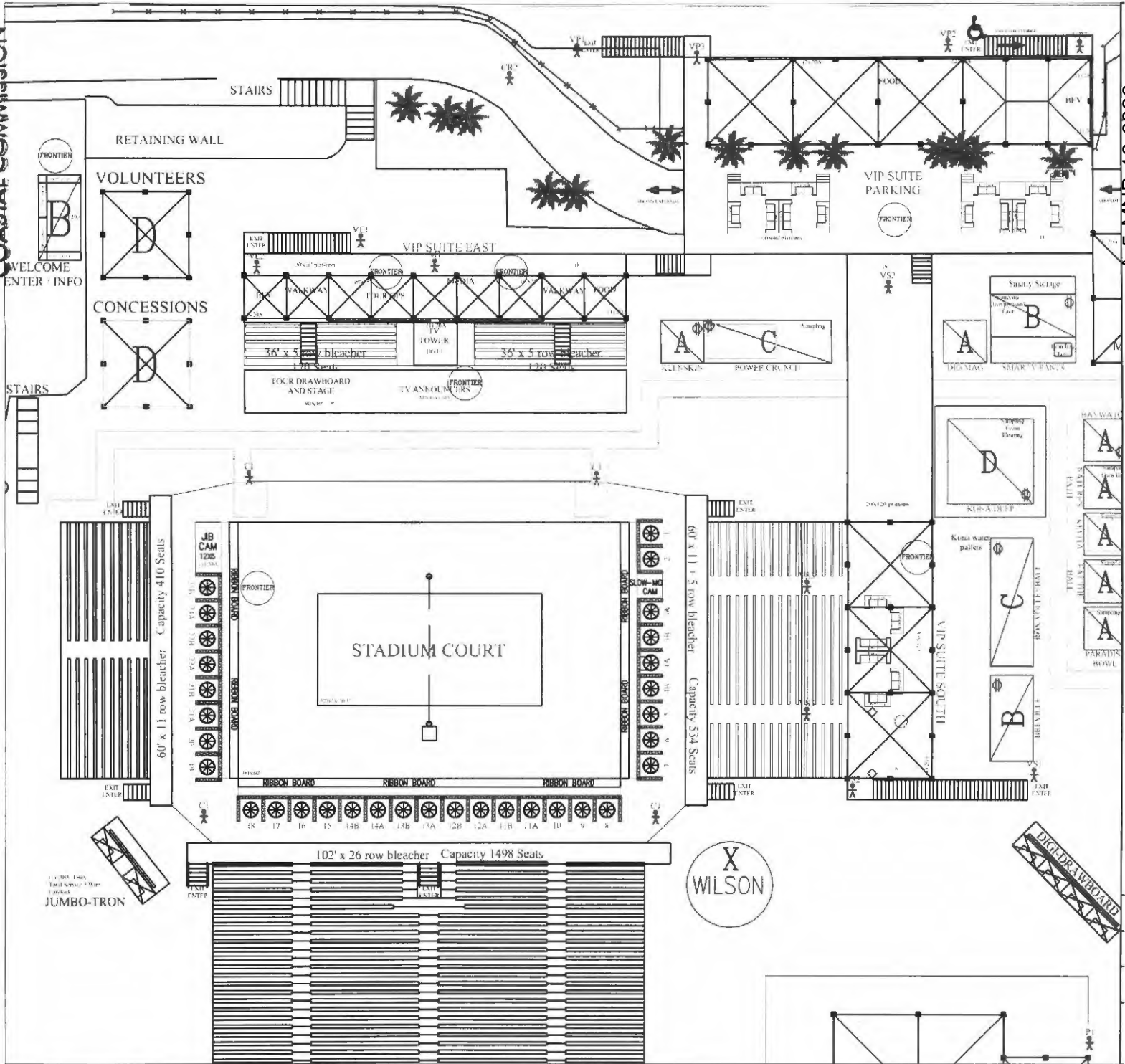
Coastal Development Permit/Temporary Use Permit

The beach area is located within the Open Space (OS) district of the City's Zoning Code and is regulated by the provisions of the City's certified Local Coastal Program. The

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APPEAL FROM COASTAL PERMIT DECISION OF LOCAL GOVERNMENT (Page 4)

SECTION V. Certification

The information and facts stated above are correct to the best of my/our knowledge.

William Victor
Signature of Appellant(s) or Authorized Agent

Date: 5/9/2019

Note: If signed by agent, appellant(s) must also sign below.

Section VI. Agent Authorization

I/We hereby
authorize _____
to act as my/our representative and to bind me/us in all matters concerning this appeal.

Signature of Appellant(s)

Date: _____



Vic Allen <vic.law1@gmail.com>

Re: My appeal regarding the Manhattan Open set in August 2019 for at least 13 days

1 message

vic.law1@gmail.com <vic.law1@gmail.com> Fri, May 24, 2019 at 9:22 AM
To: "Revell, Mandy@Coastal" <Mandy.Revell@coastal.ca.gov>
Cc: Vic Allen <VIC.LAW1@gmail.com>

The payment of \$300 in cash is acknowledged this 24th day of May, 2019 and is paid UNDER PROTEST. This act in this matter is an additional way for the Current Executive Director to chill participation by smaller less wealthy stakeholders which has apparently been his mission since being appointed (and not elected) to falsely determine that a claim is "patently frivolous" and insult and chill attempted participation that does not fit with his personal views despite testimony to the contrary and a duty of the members of the Commission who are more directly selected by the voters.

The right of the undersigned to supplement this appeal is reserved at this time. The number of the appeal will be hopefully placed on this document by the staff so it does not get misfiled or lost.

The undersigned had been one of the few supporters of the Coastal Commission and the Coastal Act and the LCP in Manhattan Beach prior to this time.

Thank you for your anticipated cooperation in this matter.

Respectfully yours,

William Victor ALC

This email and the attached \$300,00 in cash is received and accepted this 24th day of May, 2019.

W Hammonds 5/24/19
PLEASE ALSO PRINT NAME AND TITLE HERE:

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On Mon, May 20, 2019 at 8:23 AM Revell, Mandy@Coastal <Mandy.Revell@coastal.ca.gov> wrote:

Hi Bill,

The relevant Coastal Act sections are referenced in the letter, and you can find the entire Coastal Act on our website at www.coastal.ca.gov.

Thanks,
Mandy

From: vic.law1@gmail.com <vic.law1@gmail.com>
Sent: Sunday, May 19, 2019 8:54:42 AM
To: Revell, Mandy@Coastal
Subject: Re: Your appeal of the 2019 Manhattan Beach Open

Thank you. Could you please send the sections of the Coastal Act which authorize this act by the Executive Director who has almost always been unprofessional in his treatment of me?. Just like he was with the Director Lesser who should have been named MORE rather than LESSER. In my view he (the current director) has on occasion been "patently frivolous" and often unprofessional and should recuse himself in matters involving those he simply dislikes. He defames the CC in my humble opinion. I am NOT the only individual who has this opinion. Regards, Bill

On Fri, May 17, 2019 at 9:45 AM Revell, Mandy@Coastal <Mandy.Revell@coastal.ca.gov> wrote:

Hi Bill,

Please read the attached letter regarding your appeal of the 2019 Manhattan Beach Open. I will be in the office today if you would like to call and discuss.

Thank you.



Mandy Revell | Coastal Program Analyst
CALIFORNIA COASTAL COMMISSION

South Coast District Office

301 E Ocean Blvd, Suite 300

Long Beach, CA 90802
(562) 590-5071



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CALIFORNIA COASTAL COMMISSION

South Coast Area Office
301 E. Ocean Blvd., Suite 300
Long Beach, CA 90802-4302
(562) 590-5071



VIA CERTIFIED MAIL

May 16, 2019

William Victor
P.O. Box 88603
Los Angeles, CA 90009

Re: Appeal of City of Manhattan Beach Local Coastal Development Permit No. CA 19-02 approving the 2019 Manhattan Beach Open Volleyball Tournament (with temporary bleachers and related structures) south of the Manhattan Beach Pier, City of Manhattan Beach, Los Angeles County.

Dear Mr. Victor:

On May 9, 2019, our office received your appeal of the City of Manhattan Beach Local Coastal Development Permit No. CA 19-02 approved for the Manhattan Beach Open Volleyball Tournament. Your appeal sets forth a number of reasons for filing the appeal, some of which raise concerns regarding provisions of the certified Manhattan Beach Local Coastal Program (LCP) and the Chapter 3 policies of the Coastal Act, including that the local coastal development permit does not protect coastal access and public access to beachgoers.

Commission staff has reviewed the appeal, the approved project, and the City's action; and the Executive Director has determined, pursuant to Section 30620(d) of the Coastal Act, that the appeal is patently frivolous.

Section 30620(d) of the Coastal Act states:

With respect to any appeal of an action taken by a local government pursuant to Section 30602 or 30603, the executive director shall, within five working days of receipt of an appeal from any person other than members of the commission or any public agency, determine whether the appeal is patently frivolous. If the executive director determines that an appeal is patently frivolous, the appeal shall not be filed unless a filing fee in the amount of three hundred dollars (\$300) is deposited with the commission within five working days of the receipt of the executive director's determination. If the commission subsequently finds that the appeal raises a substantial issue, the filing fee shall be refunded.

Although your appeal raises general concerns regarding the project's compliance with the certified LCP and public access policies of the Coastal Act, the Executive Director nevertheless has determined that the appeal is patently frivolous and should not be filed. First, the action appealed, the Manhattan Beach Volleyball Tournament for 2019, is substantially similar to the volleyball tournaments held by the City in the past three years in terms of potential impacts to coastal access, views and parking issues. In at least six prior years, this annual event has been appealed to the Commission and the Commission has found that the appeal did not raise a substantial issue as to conformance with the certified LCP or the

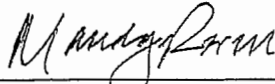
A-5-MNB-19-0030

public access policies of the Coastal Act. All of the issues raised by this appeal regarding the project's compliance with the certified LCP and Chapter Three policies of the Coastal Act have been addressed by the Commission in prior Commission actions, including in 2007 (A-5-MNB-07-178), 2008 (A-5-MNB-08-111), 2010 (A-5-MNB-10-124), 2015 (A-5-MNB-15-0032), 2017 (A-5-MNB-17-0014), and 2018 (A-5-MNB-18-0023). Thus, your appeal of Local Coastal Development Permit No. CA 19-02 raises no new allegations of inconsistency between the local government's approval of this project, which is substantially similar to the projects approved in previous years, and the standards set forth in the certified LCP and the public access policies of the Coastal Act that have not already been addressed by the Coastal Commission and determined not to raise a substantial issue.

Therefore, your appeal will not be filed unless a filing fee in the amount of \$300 is deposited with the Commission within five working days of the receipt of this determination.

Sincerely,

John Ainsworth
Executive Director



Mandy Revell
Coastal Program Analyst

cc: City of Manhattan Beach
File

Revell, Mandy@Coastal

From: Revell, Mandy@Coastal
Sent: Tuesday, May 21, 2019 10:11 AM
To: vic.law1@gmail.com
Cc: Tobin, Erin@Coastal
Subject: RE: Your appeal of the 2019 Manhattan Beach Open

Hi Bill,

The deadline for you to submit the deposit is this Friday, May 31st by 5:00pm. A check would be preferable, but if you absolutely need to submit cash, we can accept it. In response to your PRA request for the 2017 MB Appeal, A-5-MNB-17-0014, I have that file ready for you to review, just let me know when you will be in so I can set it aside for you. Assuming the appeal goes forward, it will be heard at the July 10-12 hearing in San Luis Obispo.

Thank you,



Mandy Revell | Coastal Program Analyst
CALIFORNIA COASTAL COMMISSION
South Coast District Office
301 E Ocean Blvd, Suite 300
Long Beach, CA 90802
(562) 590-5071



From: vic.law1@gmail.com [mailto:vic.law1@gmail.com]
Sent: Monday, May 20, 2019 5:39 PM
To: Revell, Mandy@Coastal; Vic Allen
Subject: Re: Your appeal of the 2019 Manhattan Beach Open

Mandy:

Please respond to my email so I do not miss the actual deadline for paying a deposit for the hearing. I also need to know when the hearing will be and where? I also need to have the answers for the California Public Records Request. Thanks very much,
W. Victor

On Mon, May 20, 2019 at 10:48 AM vic.law1@gmail.com <vic.law1@gmail.com> wrote:

Mandy:

The letter you sent is incorrect and I plan to most likely continue this appeal, Each of those years was not determined frivolous or of no substantial issue because for example , one appeal I withdrew when the City agreed to not have dinner on the pier which and the City Manager executed an agreement which is in the file to have the dinner elsewhere if at all. I wish to see the file on that matter which I dismissed in order to have the Manhattan Open and not have the Farmers Market or other dinner keep coastal visitors from usual access to the Pier 1. This interruption with access to the Pier is close what they are doing in this event . In this program.; this also happens to be the longest period of interruption of access during any of the years I have been concerned with.

There is still no response when I asked what the cost of the "reasonably priced " tickets to the events I personally and others also believe that the only frivolous matter is the letter you have sent to me and the

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insulting nature generated as often by Mr. Ainsworth even before he appeared to me to have shoved Mr. Lesser out of office when it is a fact that Mr. Charles Lesser cared for all persons appearing before the Coastal Commission not only the larger parties such as Cities and wealthy stakeholders. The way Mr. Ainsworth allocates funds for enforcement is also another way in which he appears to slight the beach lovers who may not even speak English by failing to enforce notice provisions and/ or enforcement by Steve Hudson and the CCC which has in fact taken place and will take place in this matter and all the others I plan to raise if I am well enough to appear at the hearing.

So we are on the same page will you receive wire of the payment and if so what is the address for wires; if after checking the Coastal Act I find that Mr. Ainsworth is correct in his reading of the Act. I am saddened that we have such an executive Director in place and the entire Coast is and will be hurt by his insulting manner and obvious bias. His conduct will bring our CA coast closer and closer to Jones Beach and Miami Florida. Perhaps if he likes those coastlines, it would better use of his time and whatever talent to apply for a position in Florida hopefully not NY where I still go the beach there.

Please answer my question since you are unwilling to help me further regarding the two sections , which I agree is not your obligation; I will try to check the sections mentioned ; if I choose to pay the "hold up fee "for an appeal, which may not be legal, when exactly is the payment due and how can it be transmitted . Does a postmark on the mailed envelope and/or a certificate of mailing satisfy the dead line? Is cash acceptable?, a personal check? and will I receive a receipt for the payment at the time of payment. I ask now under the CA PRA to inspect for all correspondence relating to my appeal matter no matter what or whom is the source that generates this.

Also there is a contract /agreement referenced in the staff report and resolutions and it is not included in the application/ staff report or document that your office has made available to me during any of my personal visits. . . Please upon receipt of this email , send via email a copy of the agreement mentioned in staff report/resolutions which has not been attached to the original permit application I have been shown .. Thank you for that. I know you may not have had time to read my brief comment regarding this faulty application for a permit. I also retain my right to bring a hearing with respect to the failure to honor the disabled persons parking which has been ignored by Mr, Ainsworth year after year and is my concern is grouped in the category of "frivolous". I do not think the handicapped persons' right are frivolous. I am saddened to know Mr. Ainsworth thinks those beach goers should be overlooked and the persons who pay unknown substantial ticket prices can be permitted to drink alcohol on the beach while others who do not have the funds are prohibited from drinking alcohol . I reserve the right to make more specific claims regarding this failure to provide equal treatment to having the &5 per cent free seats under the guidelines for events in effect for the month of August.

I wish to file a Public Records Request. Please be so kind as to advise me of who should be contacted by telephone and the proper and alternate names and/or telephone numbers. I do not believe the answers of those anticipated questions will be completely on the Internet.I have made PRA requests and some if not all since Mr. Ainsworth has been involved have yet been responded to. This is in addition to my request herein for the missing written agreement mentioned in the resolution.

Thank you in advance for whatever answers today you determine you can supply.Please let me know what you are not willing to help with. Have the best day that you can.

Respectfully yours,

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Exhibit 8 p. 6 of 10

William Victor and William Victor A Law Corporation

Revell, Mandy@Coastal

From: vic.law1@gmail.com
Sent: Tuesday, May 21, 2019 9:02 AM
To: Revell, Mandy@Coastal; Vic Allen
Subject: Re: Your appeal of the 2019 Manhattan Beach Open

Mandy:

I would like to review the 2017 appeal of the Manhattan Open filed by me as soon as possible, That is one example which I withdrew and was not denied for reasons of the facts therein which detract from the credibility of yours and Mr. Ainsworth's letter. I also wish to know if I bring \$300.00 cash your office will give me a receipt. I suspect Mr. Ainsworth is going to make it as difficult as possible continue my appeal and proceed thereafter but many of the community who fear being unpopular by claiming how difficult for them to weather this event and others where they live, they will not at this point say anything. Residents of the area who are also to be protected by the Coastal Act have been compelled to leave town when events such as the Manhattan Open interfere big time with their also entitled enjoyment of the California coastal resources while they also wish every beachgoer to have the wonderful joy of events that enhance Coastal life. It is actually not necessary to have stadiums during the middle and heart of the summer blocking their views and the noises of microphones rather than the waves which they bargained for when they paid millions upon millions of dollars for having life near the coastal beauty not filled with thousands of people trampling their properties and making it difficult for them to enjoy or even enter or rent their homes and adding to the costs and taxes for the unreimbursed expenses by those who trample the beautiful coast to make it onto the stadiums which were not which are NOT reimbursed by the stamping persons or the City. If Mr. Ainsworth lived at the Ocean in Manhattan beach he probably in his heart would not consider a complaint or appeal "frivolous" but he believes his job is to insult those who at their own expense wish to participate and let the elected Coastal Commission hear a matter and not make it so difficult for this to happen. My complaint and the one of I prior to this are NOT^ frivolous anymore than making handicapped persons unable to enjoy or park at the beach with their wheel chairs or whatever, as an example of his less than considerate approach. A more caring Executive such as Mr. Charles Lesser would have certainly hesitated to throw an interested resident under the bus. He does not even make an attempt to put conditions on the event, he just lets those unfortunate persons leave the parking areas in disgust knowing that the inadequate shuttle will not solve their wishes in the heart of the s Please let me know that I can inspect and copy whatever is available in the 2017 appeal by me and be so polite and responsible as to correct the letter sent by you and Mr. Ainsworth, your supervisor. I have mentioned this appeal 1977 appeal before to you and you have appeared to ignore it in your letter signed by you and Mr. Ainsworth. I do not think it is professional for you to ignore what I have stated to you nor for you to ignore the fact that handicapped and others in addition to myself have been thrown under the bus by your letter and those unfortunate beings are often sent back to their homes in the state, out of the state without enjoying the Manhattan Beach which some of them probably came to visit once of their lives. I know this to be true because when I saw this I gave some of them as much as I could a parking space on my property adjacent to the stadiums. I also know that if Mr. Ainsworth comes to the event he like many employees will be invited free to enjoy liquor on the VIP area which will probably dull his senses even more than they are when he authorized you to sign his unfortunate letter

Thank you also for honoring my public records request to you and any others that I complete. Have a wonderful day by the Coast in Long Beach.

I am having trouble with my apparently vintage computer and it is not following exactly what I have typed but I hope you get the idea of what I am stating and I thank you for making available the records I have requested when I am forced to make the deposit. Are you closed Monday? (1) If so do you and Mr. Ainsworth

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count the next Tuesday as the 5th business day for me to deposit my \$300 ?(2) will the Coastal Commission accept cash and (3) Will the records requested be available by that day?

Thank you for your anticipated cooperation in this matter.

Respectfully yours,

William Victor

On Mon, May 20, 2019 at 5:38 PM vic.law1@gmail.com <vic.law1@gmail.com> wrote:

Mandy:

Please respond to my email so I do not miss the actual deadline for paying a deposit for the hearing. I also need to know when the hearing will be and where? I also need to have the answers for the California Public Records Request. Thanks very much,

W. Victor

On Mon, May 20, 2019 at 10:48 AM vic.law1@gmail.com <vic.law1@gmail.com> wrote:

Mandy:

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There is still no response when I asked what the cost of the "reasonably priced " tickets to the events I personally and others also believe that the only frivolous matter is the letter you have sent to me and the insulting nature generated as often by Mr. Ainsworth even before he appeared to me to have shoved Mr. Lesser out of office when it is a fact that Mr.Charles Lesser cared for all persons appearing before the Coastal Commission not only the larger parties such as Cities and wealthy stakeholders. The way Mr. Ainsworth allocates funds for enforcement is also another way in which he appears to slight the beach lovers who may not even speak English by failing to enforce notice provisions and/ or enforcement by Steve Hudson and the CCC which has in fact taken place and will take place in this matter and all the others I plan to raise if I am well enough to appear at the hearing.

So we are on the same page will you receive wire of the payment and if so what is the address for wires; if after checking the Coastal Act I find that Mr. Ainsworth is correct in his reading of the Act. I am saddened that we have such an executive Director in place and the entire Coast is and will be hurt by his insulting manner and obvious bias. His conduct will bring our CA coast closer and closer to Jones Beach and Miami Florida. Perhaps if he likes those coastlines, it would better use of his time and whatever talent to apply for a position in Florida hopefully not NY where I still go the beach there.

Please answer my question since you are unwilling to help me further regarding the two sections , which I agree is not your obligation; I will try to check the sections mentioned ; if I choose to pay the "hold up fee "for an appeal, which may not be legal, when exactly is the payment due and how can it be transmitted . Does a postmark on the mailed envelope and/or a certificate of mailing satisfy the dead line? Is cash acceptable?, a personal check? and will I receive a receipt for the payment at the time of payment. I ask now under the CA PRA to inspect for all correspondence relating to my appeal matter no matter what or whom is the source that generates this.

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Also there is a contract /agreement referenced in the staff report and resolutions and it is not included in the application/ staff report or document that your office has made available to me during any of my personal visits. . . Please upon receipt of this email , send via email a copy of the agreement mentioned in staff report/resolutions which has not been attached to the original permit application I have been shown . . . Thank you for that. I know you may not have had time to read my brief comment regarding this faulty application for a permit. I also retain my right to bring a hearing with respect to the failure to honor the disabled persons parking which has been ignored by Mr, Ainsworth year after year and is my concern is grouped in the category of "frivolous". I do not think the handicapped persons' right are frivolous. I am saddened to know Mr. Ainsworth thinks those beach goers should be overlooked and the persons who pay unknown substantial ticket prices can be permitted to drink alcohol on the beach while others who do not have the funds are prohibited from drinking alcohol . I reserve the right to make more specific claims regarding this failure to provide equal treatment to having the &5 per cent free seats under the guidelines for events in effect for the month of August.

I wish to file a Public Records Request. Please be so kind as to advise me of who should be contacted by telephone and the proper and alternate names and/or telephone numbers. I do not believe the answers of those anticipated questions will be completely on the Internet. I have made PRA requests and some if not all since Mr. Ainsworth has been involved have yet been responded to. This is in addition to my request herein for the missing written agreement mentioned in the resolution.

Thank you in advance for whatever answers today you determine you can supply. Please let me know what you are not willing to help with. Have the best day that you can.

Respectfully yours,

William Victor and William Victor A Law Corporation

On Mon, May 20, 2019 at 8:23 AM Revell, Mandy@Coastal <Mandy.Revell@coastal.ca.gov> wrote:
Hi Bill,

The relevant Coastal Act sections are referenced in the letter, and you can find the entire Coastal Act on our website at www.coastal.ca.gov.

Thanks,
Mandy

From: vic.law1@gmail.com <vic.law1@gmail.com>
Sent: Sunday, May 19, 2019 8:54:42 AM
To: Revell, Mandy@Coastal
Subject: Re: Your appeal of the 2019 Manhattan Beach Open

Thank you. Could you please send the sections of the Coastal Act which authorize this act by the Executive Director who has almost always been unprofessional in his treatment of me?. Just like he was with the Director Lesser who should have been named MORE rather than LESSER. In my view he (the current director) has on occasion been "patently frivolous" and often unprofessional and should recuse himself in matters involving those he simply dislikes . He defames the CC in my humble opinion . I am NOT the only individual who has this opinion. Regards, Bill

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On Fri, May 17, 2019 at 9:45 AM Revell, Mandy@Coastal <Mandy.Revell@coastal.ca.gov> wrote:

Hi Bill,

Please read the attached letter regarding your appeal of the 2019 Manhattan Beach Open. I will be in the office today if you would like to call and discuss.

Thank you,



Mandy Revell | Coastal Program Analyst
CALIFORNIA COASTAL COMMISSION

South Coast District Office

301 E Ocean Blvd, Suite 300

Long Beach, CA 90802

(562) 590-5071



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CALIFORNIA COASTAL COMMISSION

South Coast Area Office
301 E. Ocean Blvd., Suite 300
Long Beach, CA 90802-4302
(562) 590-5071

**VIA CERTIFIED MAIL**

May 16, 2019

William Victor
P.O. Box 88603
Los Angeles, CA 90009

Re: Appeal of City of Manhattan Beach Local Coastal Development Permit No. CA 19-02 approving the 2019 Manhattan Beach Open Volleyball Tournament (with temporary bleachers and related structures) south of the Manhattan Beach Pier, City of Manhattan Beach, Los Angeles County.

Dear Mr. Victor:

On May 9, 2019, our office received your appeal of the City of Manhattan Beach Local Coastal Development Permit No. CA 19-02 approved for the Manhattan Beach Open Volleyball Tournament. Your appeal sets forth a number of reasons for filing the appeal, some of which raise concerns regarding provisions of the certified Manhattan Beach Local Coastal Program (LCP) and the Chapter 3 policies of the Coastal Act, including that the local coastal development permit does not protect coastal access and public access to beachgoers.

Commission staff has reviewed the appeal, the approved project, and the City's action; and the Executive Director has determined, pursuant to Section 30620(d) of the Coastal Act, that the appeal is patently frivolous.

Section 30620(d) of the Coastal Act states:

With respect to any appeal of an action taken by a local government pursuant to Section 30602 or 30603, the executive director shall, within five working days of receipt of an appeal from any person other than members of the commission or any public agency, determine whether the appeal is patently frivolous. If the executive director determines that an appeal is patently frivolous, the appeal shall not be filed unless a filing fee in the amount of three hundred dollars (\$300) is deposited with the commission within five working days of the receipt of the executive director's determination. If the commission subsequently finds that the appeal raises a substantial issue, the filing fee shall be refunded.

Although your appeal raises general concerns regarding the project's compliance with the certified LCP and public access policies of the Coastal Act, the Executive Director nevertheless has determined that the appeal is patently frivolous and should not be filed. First, the action appealed, the Manhattan Beach Volleyball Tournament for 2019, is substantially similar to the volleyball tournaments held by the City in the past three years in terms of potential impacts to coastal access, views and parking issues. In at least six prior years, this annual event has been appealed to the Commission and the Commission has found that the appeal did not raise a substantial issue as to conformance with the certified LCP or the

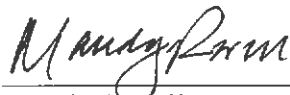
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public access policies of the Coastal Act. All of the issues raised by this appeal regarding the project's compliance with the certified LCP and Chapter Three policies of the Coastal Act have been addressed by the Commission in prior Commission actions, including in 2007 (A-5-MNB-07-178), 2008 (A-5-MNB-08-111), 2010 (A-5-MNB-10-124), 2015 (A-5-MNB-15-0032), 2017 (A-5-MNB-17-0014), and 2018 (A-5-MNB-18-0023). Thus, your appeal of Local Coastal Development Permit No. CA 19-02 raises no new allegations of inconsistency between the local government's approval of this project, which is substantially similar to the projects approved in previous years, and the standards set forth in the certified LCP and the public access policies of the Coastal Act that have not already been addressed by the Coastal Commission and determined not to raise a substantial issue.

Therefore, your appeal will not be filed unless a filing fee in the amount of \$300 is deposited with the Commission within five working days of the receipt of this determination.

Sincerely,

John Ainsworth
Executive Director



Mandy Revell
Coastal Program Analyst

cc: City of Manhattan Beach
File