

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

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REVOCABLE PERMIT
(LONG BEACH GRAND PRIX ASSOCIATION)

36528

Pursuant to a minute order of the City Council of the City of Long Beach made on February 7, 2023, and subject to the terms and conditions hereafter set forth, the CITY OF LONG BEACH ("City") grants permission to the GRAND PRIX ASSOCIATION OF LONG BEACH ("Association") to occupy and use those premises ("Permit Areas") shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. Said Permit Areas shall at all times be used solely for the purposes specified below and upon the following terms and conditions.

1. **RECITALS.** This Permit is made with reference to the following facts and objectives:

A. Association and City entered into that certain Amended and Restated Agreement (City Contract No. 34876) dated December 6, 2017 (the "Agreement"), pursuant to which Association conducts championship Grand Prix automobile races in the City of Long Beach.

B. The Agreement grants Association permission to use the Permit Areas designated herein, along with other City properties within the Circuit (as such term is defined in the Agreement).

C. The purpose of this Permit is to set forth the terms and conditions of use of the Permit Areas as defined herein.

2. **USE AND TERM.** Permit Area 1 as shown on Exhibit "A" shall be used for the purpose of a corporate hospitality area during the period commencing at 12:00 a.m. on April 14, 2023, and ending at 11:59 p.m. on April 16, 2023. Permit Areas 1, 2, 3 and 4 as shown on Exhibit "A" shall be used for the purpose of parking motor vehicles during the period commencing at 6:00 a.m. on April 14, 2023, and ending at 11:59 p.m. on April 16, 2023, and for no other purpose whatsoever. Permit Area 4 on Exhibit "A" shall be used as the area for Victory Circle. Permit Areas A, B and C as shown on Exhibit "B" shall

1 be used for the purpose of constructing and maintaining hospitality tents or facilities at
2 which food and beverages, including alcoholic beverages, are sold or dispensed during the
3 period commencing at 6:00 a.m. on April 14, 2023, and ending 11:59 p.m. on April 16,
4 2023, and for no other purpose whatsoever. The total charges for the parking spaces in
5 each area shall be as set forth on Exhibit "C".

6 3. **RENTAL**. Association shall pay to City the sum of money for the use
7 of the Permit Areas as specified in the Agreement. Said rental may be included in City's
8 estimate of extraordinary expenses as provided in the Agreement.

9 4. **TERMINATION**. This Permit is terminable by City upon four (4) hours'
10 written or verbal notice to Association if Association neglects or fails to perform or observe
11 or cause to be performed or observed any of the terms and conditions set forth in this
12 Permit. The right to revoke this Permit shall be and shall remain unconditional and
13 unrestricted and neither City nor any board, commission, officer, or employee thereof shall
14 be liable in damages to Association because of any such termination. Upon termination
15 for default, Association at its sole cost and expense shall cause the Permit Areas to be
16 evacuated and restored to the condition in which they were given to Association.
17 Association shall not be released of its obligation to pay rent by any such termination.

18 5. **CONDITION**. Association shall at all times keep and maintain the
19 Permit Areas in a safe, clean, wholesome, sanitary and sightly condition and comply with
20 all applicable federal, state and municipal laws, ordinances, rules and regulations, including
21 without limitation the provisions of the California Health and Safety Code pertaining to
22 temporary trailer parks.

23 6. **BUSINESS LICENSE**. The provisions of Chapter 5.02 of the Long
24 Beach Municipal Code relating to the requirement to procure a business license to operate
25 a temporary trailer park and parking lots within the limits of the City of Long Beach are
26 hereby waived.

27 7. **ASSOCIATION OBLIGATIONS**. With respect to Association's
28 operations within all the Permit Areas, Association shall, at its cost, perform at a minimum

1 the following:

2 A. Provide within the Permit Area 2 as shown on Exhibit "A" an
3 approved portable collecting device for discharge and collection of waste water and
4 sewage and require that all users of these Permit Areas discharge waste water and
5 sewage therein.

6 B. Provide approved waste containers for disposal of garbage,
7 waste and rubbish and cause said containers to be emptied daily and disposed of
8 without creating a nuisance.

9 C. Provide and maintain within the Permit Area 2 four (4) portable
10 toilets. Said toilets shall be placed no closer than one hundred (100) feet in any
11 direction to any recreational vehicle.

12 D. Instruct all users of the Permit Areas regarding the rules and
13 regulations for the use of the Permit Areas and remove or cause to be removed any
14 user who creates a nuisance or commits waste by discharging garbage, rubbish,
15 waste water or sewage in any area or place other than receptacles, containers, or
16 devices provided therefore. Association shall promptly clean and disinfect any area
17 contaminated with improperly discharged waste water or sewage.

18 E. On or before 12:00 a.m. on April 17, 2023 cause the Permit
19 Areas to be restored to a clean and neat condition, free from all debris.

20 8. **INDEMNIFICATION AND INSURANCE.** Association shall indemnify
21 City and, in partial performance of said indemnification, shall procure and maintain
22 insurance, all as required under Sections 9 and 10 of the Agreement, said sections are
23 incorporated and made a part hereof as though set forth in full herein.

24 9. **INSPECTION BY CITY.** Association shall allow City, its officers,
25 agents and employees to enter the Permit Areas at any time for the purpose of inspecting
26 the same.

27 10. **POSSESSORY INTEREST.** Association recognizes and understands
28 that this Permit may create a possessory interest subject to property taxation and that

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1 Association may be subject to the payment of property taxes on such interest. Association
2 covenants to pay, at least ten (10) days prior to delinquency, taxes upon the interest
3 created by this Permit. Association shall furnish City with satisfactory evidence of such
4 payment within thirty (30) days after the date of payment.

5 GRAND PRIX ASSOCIATION OF LONG
6 BEACH, a California corporation

7 February 6, 2023

8 By [Signature]
9 Name Alia Michaelis
10 Title President (CEO)

11 February 6, 2023

12 By Cindy Forster
13 Name CINDY FORSTER
14 Title Director of Finance

15 "Association"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 February 24, 2023

19 By [Signature]
20 City Manager

21 "City"

22 PURSUANT
23 TO SECTION 301 OF
24 THE CITY CHARTER.

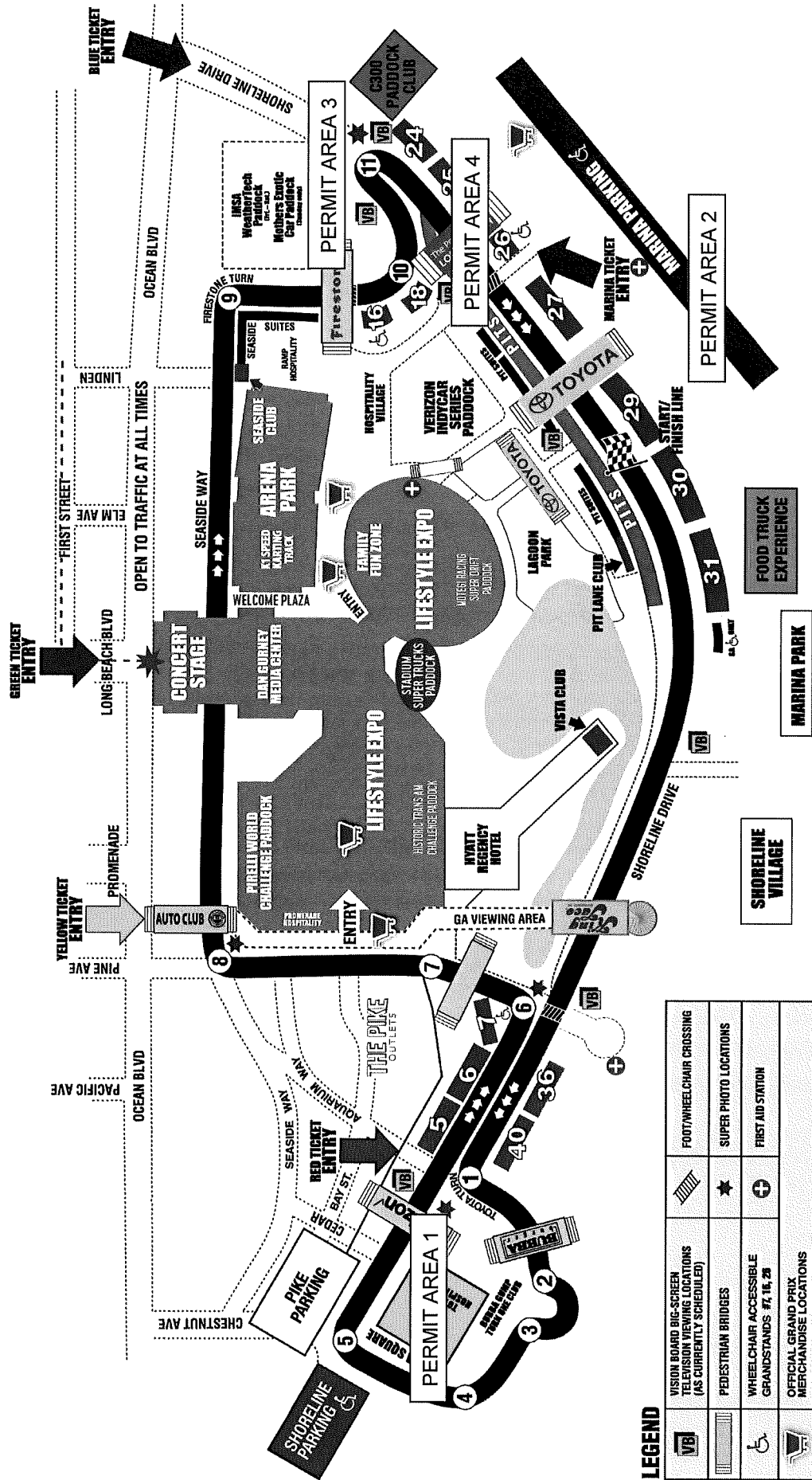
25 This Revocable Permit is hereby approved as to form on
26 February 14, 2023.

27 DAWN MCINTOSH, City Attorney

28 By [Signature]
Deputy

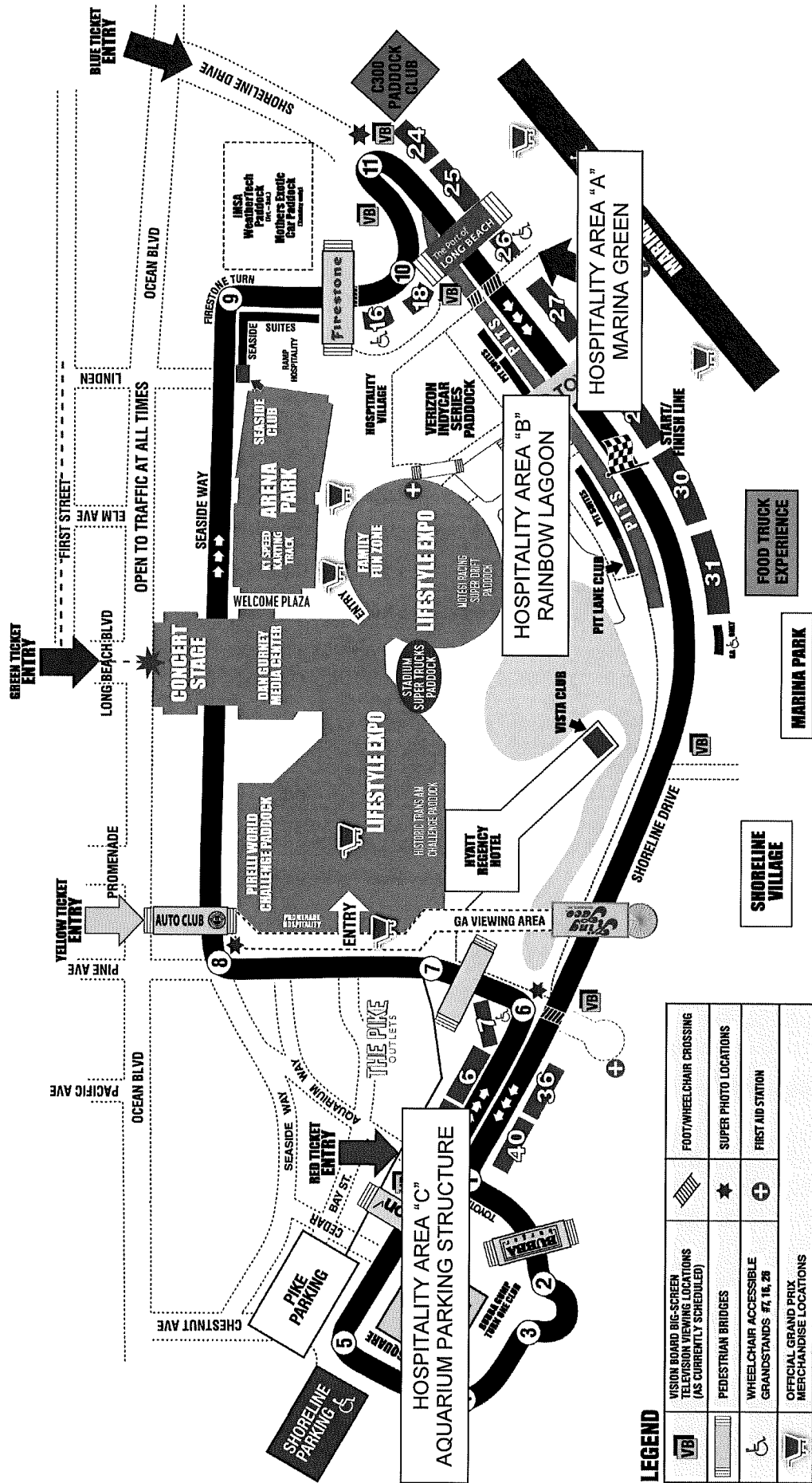
ATTACHMENT A – PARKING PERMIT ACCESS

2023 GRAND PRIX OF LONG BEACH










ATTACHMENT B – HOSPITALITY AREAS

2023 GRAND PRIX OF LONG BEACH



LEGEND

	VISION BOARD BIG-SCREEN TELEVISION VIEWING LOCATIONS (AS CURRENTLY SCHEDULED)		FOOT/WHEELCHAIR CROSSING
	PEDESTRIAN BRIDGES		SUPER PHOTO LOCATIONS
	WHEELCHAIR ACCESSIBLE GRANDSTANDS #7, 15, 25		FIRST AID STATION
	OFFICIAL GRAND PRIX MERCHANDISE LOCATIONS		

ATTACHMENT C

2023 Grand Prix Revocable Permit

PARKING CHARGES

Alamitos Lot Parking (PW)	\$ 3,394.36
Access Road Parking (PW)	\$ 7,741.91
Boat Owner Parking (PRM)	<u>\$ 2,521.22</u>
TOTAL:	\$13,657.49

