

1 D. Permittee shall not operate scuba-diving charters, individual ticket sales
2 tours, sportfishing charters, or point-to-point water taxi service within the limits of
3 the City of Long Beach.

4 2.1. Delivery and Loading.

5 Permittee, its subpermittees, concessionaires or other person or entity
6 operating under a contract with Permittee or on behalf of Permittee delivering,
7 loading or unloading goods, services or merchandise to the Permit Area shall use
8 the Shoreline Village Parking Lot.

9 2.1.1. Delivery and Loading Hours.

10 Delivery, loading and unloading shall be limited to the hours from midnight
11 until 9:00 a.m., seven (7) days a week. Permittee shall contact the Manager of the
12 Marine Bureau to coordinate deliveries outside of the hours defined.

13 2.2. Harbor and Marina Rules and Regulations.

14 Permittee shall comply with the Rainbow Harbor and Long Beach Marina
15 Rules and Regulations of the City of Long Beach whether known by that or some
16 other name or names.

17 2.3. Customer Satisfaction.

18 Permittee shall make available customer satisfaction evaluation surveys to
19 all customers.

20 3. SAFETY AND EQUIPMENT. Permittee must provide all safety

21 equipment determined to be necessary for the safe operation of all personal watercrafts,
22 sport boats, or other aquatic equipment furnished for the public use by Permittee.

23 Permittee shall meet before April 30 of each year, with the City's Chief Lifeguard and
24 Manager of Marinas and Beaches or their designees to review emergency water safety
25 requirements and instructions to be given to the public for operation of Permittee's
26 aquatic equipment, said Lifeguard being authorized to determine any necessary safety
27 equipment, and the circumstances attaching to its requirement or use. The Permittee
28 must initially submit to the City's Chief Lifeguard or his designee and to the Director, and

1 thereafter before March 1 of each year, a list of Permittee's aquatic equipment held for
2 rental to the public.

3 4. WAIVER FORM. Permittee is required to have customers complete and
4 sign a waiver form before participating in water related activities or renting of equipment.
5 The form used by Permittee is subject to review and approval by the City's Risk Manager
6 and City Attorney.

7 5. TERM: The term of this Permit shall commence at 12:01 a.m. on
8 January 1, 2008 and shall terminate at midnight on December 31, 2010. Notwithstanding
9 the foregoing, either party may terminate this Permit at any time for any or no reason
10 upon ninety (90) days written notice to the other party. Upon termination of this Permit
11 (whether by lapse of time or otherwise), Permittee shall quit and surrender possession of
12 the Permit Area and remove its personal property therefrom. The term of this permit may
13 be extended beyond December 31, 2010 for one period of two (2) years.

14 6. COMPENSATION:

15 6.1. Dock Fee. Permittee shall pay to the City for the use of the Permit
16 Area an amount equal to \$14.00 per lineal foot, per month, or other fee
17 subsequently adopted by the City Council of the City of Long Beach, occupied
18 and/or reserved by Permittee for any time such slip or end tie is so used. The
19 Dock Fee shall be paid on or before the first day of each month during the term of
20 this Permit. The Dock Fee shall be paid in advance and Permittee shall not have
21 any right of abatement, deduction, set off, prior notice or demand.

22 6.2. Permit Fee.

23 A. Permittee shall pay to the City, percentage fees in the amount of six
24 percent (6%) in year one; seven percent (7%) in year two, and eight percent (8%)
25 in year three of Permittee's "gross receipts" (as that term is defined in
26 subparagraph 4.5 below) derived from Permittee's Long Beach Operations or an
27 annual minimum of four thousand, five hundred dollars (\$4,500.00), whichever is
28 greater.

1 B. The annual minimum shall be paid in 1/12th increments on the first day
2 of each month, with percentage rent over and above the minimum due on the 20th
3 of the following month. For example, an annual minimum of \$4,500, results in a
4 monthly payment of \$375.00, due on the 1st of each month.

5 C. A statement of gross sales receipts must be submitted along with the
6 monthly annual minimum payment for each and every month in which gross
7 receipts are received whether received by Permittee, its subpermittees,
8 concessionaires or other person or entity operating under a contract with
9 Permittee from all permitted concessions, operations and activities. Permittee
10 shall not have any right of abatement, deduction, set off, prior notice or demand.

11 D. In the event that the annual percent of gross receipts derived from
12 Permittee's Long Beach Operations exceeds the annual minimum paid by
13 Permittee to City, the Permittee shall pay the difference between the gross
14 receipts and the annual minimum to the City on or before January 31st.

15 6.3. Adjustment of Minimum Payment.

16 In the event the term of this Permit is extended beyond the initial term, the
17 annual Minimum Payment shall be increased each year by the Consumer Price
18 Index (CPI) (all Urban Consumers) for the Los Angeles - Riverside - Orange
19 County, California area. The Minimum Payment shall not be reduced pursuant to
20 this section and each annual increase shall not exceed eight (8) percent. The CPI
21 statistical data reported for the month of March each year shall be used to
22 calculate the increase in the Minimum Payment for the following calendar year.

23 6.4. Charges for Late Payments.

24 A. If Dock Fee payment is not received within ten days after the same has
25 become due, a late fee shall be assessed. The late fee shall be, in addition to the
26 amount of the Dock Fee, a sum equal to ten percent (10%) thereof.

27 B. If Permit Fee payment is not received on the twentieth (20th) day
28 following the preceding month, a late fee shall be assessed. The late fee shall be

1 5% or \$50, whichever is greater.

2 C. If the Minimum Payment, if any, is not received on or before January 31
3 of each year, a late fee shall be assessed. The late fee shall be 5% or Fifty
4 Dollars (\$50.00) whichever is greater.

5 D. In addition to the late fees above, interest shall accrue on all amounts
6 owed from the due date, at a rate of ten percent (10%) per annum until paid.

7 E. The late fees above are intended to compensate City for its additional
8 administrative costs resulting from Permittee's failure, and has been agreed upon
9 by City and Permittee, after negotiation, as a reasonable estimate of the additional
10 administrative costs that will be incurred by City as a result of Permittee's failure.
11 The actual cost in each instance is extremely difficult, if not impossible, to
12 determine. These late fees will constitute liquidated damages and shall be paid to
13 City together with such unpaid amounts. The payment of these late fees shall not
14 constitute a waiver by City of any default by Permittee under this Permit.

15 6.5. Gross Receipts. "Gross receipts" as used herein shall include the
16 following:

17 A. The gross selling price of all rental equipment or other charges
18 associated with the equipment of any Permittee authorized vessel that docks or
19 ties up at the Permit Area.

20 B. The gross selling price for all food, beverages, and other merchandise
21 or services sold or delivered by Permittee, its permitted licensees,
22 concessionaires, and persons, firms, or corporations aboard said vessels.

23 C. Gross receipts shall include sales for cash, credit, or services whether
24 collected or not.

25 D. Gross receipts shall not include, or if included shall be deducted (but
26 only to the extent they have been included), any sales and use taxes,
27 transportation taxes, excise taxes, franchise taxes, and other similar taxes now or
28 in the future imposed on the sale of tickets, food, beverages, merchandise, or

1 services, but only if such taxes are added to the selling price, separately stated,
2 collected separately from the selling price and collected from customers.

3 E. Gross receipts shall be reported for the month received.

4 6.6. Statement of Gross Receipts.

5 A. Permittee shall prepare and deliver or cause to be prepared and
6 delivered to the City at:

7 Department of Parks, Recreation and Marine

8 2760 Studebaker Road

9 Long Beach, CA 90815-1697

10 Attention: Contract Management

11 within twenty (20) days after the end of each month during the term of this permit
12 or extension thereof, a financial statement showing in reasonable detail
13 Permittee's gross receipts for the preceding calendar month or partial calendar
14 month and a computation of the percentage fee provided for herein.

15 B. Permittee shall within thirty (30) days of each calendar year deliver to
16 the City, at the address set forth in subparagraph 4.5.A. above, a statement
17 showing gross receipts of the preceding calendar year or partial calendar year.
18 Such statement shall be prepared and delivered to City in accordance with
19 generally accepted accounting practices containing a statement of gross receipts
20 and a computation of percentage of gross receipts.

21 C. Each statement shall be signed and certified to be correct by an officer
22 of Permittee.

23 7. FEES AND CHARGES: All fees and charges associated with the
24 permitted concessions, operations and activities and any changes to fee schedules shall
25 be subject to the prior written approval of the Manager.

26 8. AUDIT: The City shall be entitled during the initial term or any extension
27 thereof and within three (3) years after the expiration or termination of this Permit to
28 inspect, examine, and audit all Permittee's books of account, records, cash receipts, and

1 other pertinent data so City can ascertain Permittee's gross receipts. Permittee shall
2 cooperate fully with City in making any such inspection, examination, and audit. The
3 inspection, examination, or audit shall be conducted during usual business hours. If an
4 audit shows that there is a deficiency in the payment of any sum due the City, the
5 deficiency shall become immediately due and payable. The costs of the audit shall be
6 paid by the City unless the audit shows that Permittee understated gross receipts by
7 more than three percent (3%), in which case Permittee shall pay all City's costs of the
8 audit. If it is determined by an audit that there is an overpayment of percentage fees, a
9 refund shall become due from the City.

10 **9. BOOKS OF ACCOUNT AND RECORDS:**

11 A. While, Permittee shall keep complete and accurate books of account,
12 records, cash receipts, and other pertinent data showing all gross receipts, all in
13 accordance with generally accepted accounting principles, at the corporate office
14 in San Jose, California, Permittee shall make such records available to City at the
15 Long Beach site within 72 hours of City's request.

16 B. Permittee shall install and maintain accurate receipt printing cash
17 registers or computer systems and shall record on the cash registers or computer
18 systems every sale of merchandise and services or other transactions at the time
19 of the transaction on either a cash register having a sealed, continuous cash
20 register tape with cumulative totals that numbers, records and duplicates each
21 transaction entered into the register, or serially numbered sales slips.

22 If Permittee chooses to record each sale by using a cash register, the
23 continuous cash register tape will be sealed or locked in such a manner that it is
24 not accessible to the person operating the cash register.

25 If Permittee chooses to record each sale by using a computer system, the
26 computer generated receipts shall be retained in chronological order (including
27 those canceled, voided or not used) for three (3) years.

28 If Permittee chooses to record each sale on individual slips, the sales slips

1 (including those canceled, voided, or not used) will be retained in numerical
2 sequence for three (3) years.

3 C. For the purpose of ascertaining the number of Rainbow Harbor and
4 Rainbow Marina passengers, Permittee will submit monthly, in writing, vessel
5 schedules, including the name of the boat, and the passenger counts with the
6 gross receipts statements to the Accounting Section of the Department of Parks,
7 Recreation and Marine at the following address:

8 Department of Parks, Recreation and Marine
9 2760 Studebaker Road
10 Long Beach, CA 90815-1697
11 Attention: Accounting Section

12 D. Permittee, will prepare or cause to be prepared, preserve, and maintain,
13 for a period of not less than three (3) years these books, accounts and records:

- 14 1. daily cash register summary tapes and sealed, continuous cash
15 register tapes or prenumbered sales slips or computer transaction receipts
16 on transaction summary reports;
- 17 2. a single, separate bank account into which all receipts of business
18 or other revenue from operations on or from the Permit Area are deposited;
- 19 3. all bank statements detailing transactions in or through any
20 business bank account;
- 21 4. daily or weekly sales capitulations;
- 22 5. a general ledger or a summary record of all cash receipts and
23 disbursements from operations on or from the Permit Area;
- 24 6. copies of all tax returns filed with any governmental authority that
25 reflect in any manner sales, income, or revenue generated in or from the
26 Permitted Area, including, but not limited to, federal income tax returns and
27 state sales or use tax returns;
- 28 7. daily vessel schedules, including the name(s) and identification

1 number(s) of the boat(s), and passenger counts;

2 8. other records or accounts that City may reasonably require in
3 order to ascertain, document, or substantiate gross receipts.

4 E. Permittee shall keep within the City of Long Beach all of the books,
5 records, and other documents in the manner recited in this paragraph, and will
6 make said books, records and documents available for inspection, examination,
7 or audit by City or City's designated representative upon giving Permittee five (5)
8 days' prior notice of City's intention to exercise its rights under this paragraph. In
9 connection with an examination of audit, City will have the right to inspect the
10 records of sales from any other store operated by Permittee, but only if the
11 examination is reasonably necessary to ascertain gross sales from the Permit
12 Area. If upon inspection or examination of Permittee's available books and
13 records of account, City determines that Permittee has failed to maintain,
14 preserve, or retain the documents, books, and records that this Permit requires
15 Permittee to maintain in the manner set forth in this paragraph, City will give the
16 Permittee sixty (60) days to cure the deficiencies. Further, if Permittee is found to
17 be deficient in maintaining any of documents, books, or records, Permittee will
18 reimburse City for all reasonable expenses incurred by City in determining the
19 deficiencies, including without limitation any audit or examination fees.

20 F. The receipt by City of any statement or any payment of compensation
21 for any period shall not bind City as to the correctness of the statement or
22 payment.

23 10. STANDARDS OF SERVICE. Permittee shall conduct business in a
24 manner acceptable to the City and shall have a sufficient number of employees
25 necessary to furnish the best service possible. All personnel used in serving the public
26 shall be clean, neat and orderly in appearance, and shall be uniformed and identified in a
27 manner acceptable to the Director.

28 The Director shall have the right to approve the level of service rendered

1 and to order such service improved, discontinued or remedied. If the quality of service or
2 equipment supplied or the cleanliness of concession is not at a level satisfactory to the
3 Director or does not adequately meet the needs of the public, or if Permittee violates any
4 of the terms of conditions of this permit, then the Director shall have the right to revoke
5 this Permit by giving prior notice of revocation to Permittee.

6 11. ATTENTION. Permittee shall devote time and attention to the
7 concession and shall promote, increase and develop the concession and render every
8 possible service and convenience to the public or shall appoint a manager to do so who
9 shall remain subject to the direction of control of Permittee. Any manager appointed by
10 Permittee shall have full authority for the concession or portion under his/her control.
11 Permittee shall employ individuals skilled in management of businesses similar to the
12 concession and Permittee shall encourage his manager to utilize sound business
13 methods.

14 12. CONTROL OF PREMISES. If necessary for the health, welfare or
15 safety of the public, or as a result of the revocation of this Permit, the City shall have the
16 right to enter the concession and immediately take possession of it and remove, relocate,
17 or use Permittee's items at Permittee's full cost and expense until arrangements can be
18 made by the City for other items to replace those of Permittee.

19 13. LAWS AND ORDINANCES. Permittee shall comply with all applicable
20 municipal, state and federal laws, rules, regulations, and ordinances and the directives or
21 instruction of the Director relating to the concession. Failure to do so may result in the
22 immediate revocation of this Permit. Permittee shall obtain and display, as required, all
23 other permits or licenses, including but not limited to those from the City's Department of
24 Health and Human Services, and business licenses.

25 14. IMPROVEMENTS: Permittee shall not install, erect, or construct any
26 building, improvement, or structure on the Permit Area nor alter the same without the
27 prior written approval of the Manager. In the event Permittee, with the prior written
28 approval of the Manager, makes any improvement to the structures within the Permit

1 Area, title to any such improvement shall vest in the City.

2 Any approval shall be subject to conditions as may be required for such
3 improvements and imposed by the Manager.

4 15. ADVERTISING:

5 15.1. Advertising Signs. Permittee, at its cost, may place or erect and
6 maintain signs on the Permit Area, provided that Permittee obtains prior written
7 approval from the Manager of the Marine Bureau. Further, Permittee's sign shall
8 be in compliance with City's sign ordinance and conditions of the Department of
9 Parks, Recreation and Marine.

10 15.2. Advertising Budget. Within thirty (30) days after the commencement
11 date of the term of this Permit, and within thirty (30) days after the end of each
12 calendar year during the term of this Permit, Permittee shall submit to the Manager
13 a written budget describing in reasonable detail proposed expenditures for
14 advertising, publicity and promotion (including direct expenses for salaries
15 associated therewith) proposed to be made during the calendar year. Beginning in
16 year two, the budget shall not be less than one percent (1%) of Permittee's gross
17 sales for previous calendar year. Permittee shall submit to the Manager upon
18 demand a detailed statement of expenditures made by it to advertise, publicize
19 and promote the permitted concession, operations and activities. In the event
20 Permittee fails or refuses to comply with the provisions of this paragraph, such
21 failure or refusal shall be deemed a material breach and the City may terminate
22 this Permit upon fifteen (15) days written notice to Permittee.

23 16. UTILITIES: Permittee, at its cost, shall promptly pay or cause to be
24 paid all utility fees, costs and charges resulting from such use or assessments for utilities
25 levied against the Permit Area for any period during the term of this Permit. If Permittee
26 requires utilities which are beyond the capacity provided, Permittee shall coordinate and
27 submit request for additional services through the Manager of the Marine Bureau.

28 17. TRASH REMOVAL AND DISPOSAL: The City shall provide, for

1 Permittee, trash bins at each dock for trash disposal except the floating docks located at
2 Pierpoint Landing. Trash from Permittee's operation shall be disposed of in the trash
3 bins for collection by the Maintenance Operations Bureau of the Department of Parks,
4 Recreation and Marine. The City shall have the right to modify or change the trash
5 removal operation and Permittee agrees to accept and comply with any such modification
6 or change.

7 18. MAINTENANCE AND REPAIR: The City shall maintain the Permit
8 Area and the improvements thereon in good condition and repair, reasonable wear and
9 tear excepted. Permittee understands that the water area within the Rainbow Harbor and
10 Rainbow Marina area is subject to collection of debris from the Los Angeles River runoff.
11 Further, Permittee acknowledges that water conditions including debris and sediment
12 may occur at times in the adjacent area of the Los Angeles River which could affect
13 access to the Rainbow Harbor and Rainbow Marina. City shall not be required to dredge
14 the Permit Area or adjacent area of the Los Angeles river. Neither the City nor its officers
15 or employees shall be liable and Permittee waives all claims for damage to its vessels or
16 its business as a result of any such condition. Permittee's vessels and their gear and
17 Permittee's property thereon shall be at the Permit Area at Permittee's risk and the City
18 shall not be liable for any damage thereto or theft or appropriation thereof.

19 19. DAMAGE OR DESTRUCTION OF IMPROVEMENTS:

20 19.1. Responsibility for Repair. If any dock or improvement at any time on
21 the Permit Area shall be damaged or destroyed by any cause whatsoever during
22 the Permit term, Permittee shall, with reasonable promptness, report the damage
23 to the City. The City shall have responsibility to make repairs to replace the same,
24 to at least the condition existing immediately prior to such damage or destruction.
25 The Permittee shall be responsible for reimbursing the City for the pro rata share
26 of expenses incurred to repair or replace the damage or destruction to the Permit
27 Area to the extent contributed to by the act or omission of Permittee, its employees
28 or agents. Permittee shall be responsible for reimbursing the City even though the

1 proceeds of any insurance policies covering the loss ("Insurance Proceeds") may
2 be insufficient to reimburse Permittee therefore; provided, however, that if such
3 proceeds of insurance are more than sufficient to pay the cost of any such
4 rebuilding, Permittee shall be entitled to receive any surplus. City at its discretion
5 may authorize Permittee to make repairs to replace the same to at least the
6 condition existing immediately prior to such damage or destruction. Such
7 authorization shall be in writing.

8 19.2. Insurance Proceeds. Insurance Proceeds shall be held by an
9 Insurance Trustee mutually agreed to by the parties, but shall be paid to the
10 Permittee or as Permittee may direct from time to time as the restoration of the
11 Permit Area progresses, to pay or reimburse City for the cost of such restoration
12 upon the written request of City accompanied by evidence satisfactory to the
13 Insurance Trustee that:

14 A. an amount equal to the amount requested is then due and payable or
15 has been paid and is properly a part of such cost of restoration;

16 B. that the net Insurance Proceeds not yet advanced will be sufficient for
17 the completion of the restoration.

18 If at any time during the period of restoration and/or reconstruction the City shall
19 determine that the Insurance Proceeds are insufficient to cause such restoration,
20 then upon delivery of written notice thereof and specifying the deficit Permittee
21 shall deposit in trust with the Insurance Trustee such additional sums as may be
22 required to complete the restoration of the Permit Area. Upon receipt by the
23 Insurance Trustee of evidence satisfactory to it that:

24 A. the restoration of the Permit Area has been completed;

25 B. the cost thereof has been paid in full; and

26 C. there are no mechanic's or similar liens for labor or materials supplied in
27 connection therewith, the balance, if any, of such Insurance Proceeds shall be
28 paid to Permittee or as the Permittee may direct.

1 19.3. Procedure for Restoration of Improvements. Following damage to all
2 or any portion of the Permit Area, Permittee shall reimburse the City for restoration
3 of the Permit Area and/or the improvements thereon, whether or not insurance
4 proceeds are sufficient to do so.

5 19.4 No Termination. Except as otherwise expressly agreed to in writing
6 by the parties hereto, no destruction of or damage to the Permit Area,
7 improvements thereon or any part thereof, whether such damage or destruction be
8 partial or total or whether such damage or destruction is covered by insurance or
9 not, shall entitle or permit either City or Permittee to surrender, to terminate this
10 Permit or relieve Permittee from liability to pay in full the fee payable by Permittee
11 hereunder. Permittee hereby waives any rights now or hereafter conferred upon it
12 by statute or other law to surrender this Permit or to quit or surrender the Permit
13 Area or any part thereof, or to receive any suspension, diminution, abatement or
14 reduction of fees or other sums of charges payable to Permittee hereunder on
15 account of any such destruction or damage.

16 20. INSURANCE: Concurrent with the execution of this Permit and in
17 partial performance of Permittee's obligations hereunder, Permittee shall procure and
18 maintain at Permittee's expense for the duration of this Permit, including any extensions,
19 renewals, or holding over thereof, the following insurance coverages from insurance
20 companies that are admitted to write insurance in the State of California or from
21 authorized nonadmitted insurers that have ratings of or equivalent to an A:VIII by A.M.
22 Best and Company:

23 A. Commercial General Liability insurance (equivalent in coverage scope to
24 ISO form CG 00 01 11 85 or 11 88) in an amount not less than One Million Dollars
25 (\$1,000,000) combined single limit per occurrence and covering the Permittee's
26 operations under or in connection with this Permit. If the policy contains a general
27 aggregate, the general aggregate shall be in an amount not less than Two Million
28 Dollars (\$2,000,000). Such insurance shall include, as may be applicable to

1 Permittee's operations under or in connection with this Permit, broad form
2 contractual liability, products and completed operations liability and liquor liability.
3 The City of Long Beach, its officials, employees and agents shall be added as
4 additional insureds by endorsement (equivalent in coverage scope to ISO form CG
5 20 26 11 85). This insurance shall contain no special limitations on the scope of
6 protection afforded to the City, its officials, employees and agents, and shall
7 provide cross-liability protection.

8 B. Protection and Indemnity including, as may be applicable to Permittee's
9 operations under or in connection with this Permit, injury to passengers, damage
10 to piers, docks and pilings and property on piers and docks, wreck removal, and
11 collision liability in an amount not less than One Million Dollars (\$1,000,000) per
12 occurrence for each vessel operating under this Permit. If the policy contains a
13 general aggregate, the general aggregate shall be in an amount not less than Two
14 Million Dollars (\$2,000,000). The City of Long Beach, its officials, employees and
15 agents shall be added as additional insureds by endorsement. This insurance
16 shall contain no special limitations on the scope of protection afforded to the City,
17 its officials, employees, and agents, and shall provide cross-liability protection.

18 C. Workers' Compensation as required by the State of California
19 endorsed, as applicable, to include United States Longshoremen and Harbor
20 Workers' Compensation Act coverage and Jones' Act coverage and Employer's
21 Liability insurance with minimum limits of One Million Dollars (\$1,000,000).

22 Any self-insurance program or self-insured retention must be approved separately
23 in writing by City and shall protect the City of Long Beach, its officials, employees, and
24 agents in the same manner and to the same extent as they would have been protected
25 had the policy or policies not contained retention provisions.

26 Each insurance policy shall be endorsed to state that coverage shall not be
27 suspended, voided, materially changed, or canceled by either party except after thirty
28 (30) days prior written notice to City, and shall be primary to City. Any insurance or self-

1 insurance maintained by City shall be excess to and shall not contribute to insurance or
2 self-insurance maintained by Permittee.

3 Permittee shall deliver to City certificates of insurance and the required
4 endorsements for approval as to sufficiency and form prior to commencement of this
5 Permit. The certificates and endorsements for each insurance policy shall contain the
6 original signature of a person authorized by that insurer to bind coverage on its behalf.
7 Permittee shall, at least thirty (30) days prior to expiration of such policies, furnish City
8 with evidence of renewals. City reserves the right to require complete certified copies of
9 all said policies at any time.

10 Such insurance as required herein shall not be deemed to limit Permittee's liability
11 relating to performance under this Permit. The procuring of insurance shall not be
12 construed as a limitation on liability or as full performance of the indemnification and hold
13 harmless provisions of this Permit. Permittee understands and agrees that,
14 notwithstanding any insurance, Permittee's obligation to defend, indemnify, and hold City,
15 its officials, agents, and employees harmless hereunder is for the full and total amount of
16 any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner
17 connected with the operations of Permittee.

18 Not more frequently than every three (3) years, if in the opinion of City the amount
19 of the foregoing insurance coverages is not adequate, Permittee shall amend the
20 insurance coverage as required by City's Risk Manager or designee.

21 Any modification or waiver of the insurance requirements herein shall be made
22 only with the written approval of the City's Risk Manager or designee.

23 **21. INDEMNIFICATION:**

24 **21.1. General Indemnity.** Permittee shall defend and indemnify the City of
25 Long Beach and its officers and employees while acting within the scope of their
26 duties from and against any and all actions, suits, proceedings, claims and
27 demands, costs (including attorneys' fees and court costs), expense and liability of
28 any kind or nature whatsoever ("claims") for injury to or death of persons or

1 damage to property (including property owned by or under the control of the City)
2 which may be brought, made, filed against, imposed upon or sustained by the City,
3 its officers or employees based upon or arising out of:

4 A. An act or omission of Permittee, its officers, agents, employees,
5 contractors, licensees or invitees or of any person entering upon the Permit Area
6 with the express or implied invitation of Permittee;

7 B. A violation by Permittee, its officers, agents, employees, contractors,
8 licensees or invitees or of any other person entering upon the Permit Area with the
9 express or implied invitation of Permittee of any law ordinance or governmental
10 order of any kind;

11 C. The use or occupancy of the Permit Area by Permittee, its officers,
12 agents, employees, contractors, licensees or invitees or of any other person
13 entering upon the Permit Area with the express or implied invitation of Permittee.

14 This indemnity shall not include claims based upon or arising out of the sole
15 negligence, gross negligence, or willful misconduct of the City, its officers and
16 employees. Further, this indemnity shall not require payment of a claim by the
17 City or its officers or employees as a condition precedent to the recovery under the
18 same.

19 This indemnification provision supplements and in no way limits the scope
20 of the indemnifications set out in subparagraph 15.2 below. The indemnity
21 obligation of Permittee under this paragraph shall survive the expiration or
22 termination, for any reason, of this Permit.

23 21.2. Environmental Release and Indemnification.

24 Permittee hereby agrees to hold harmless, defend and indemnify the City
25 and its employees, members and officials from and against all liability, loss,
26 damage, costs, penalties, fines and/or expenses (including attorneys' fees and
27 court costs) arising out of or in any way connected with or the activities, acts or
28 omissions of Permittee, its permittees, employees, contractors or agents on or

1 affecting the Permit Area without regard to fault or negligence including but not
2 limited to the release of any hazardous materials into the air, soil, groundwater or
3 surface water on, in, under or from the Permit Area whether such condition,
4 liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be
5 discovered before or after termination of this Permit. This indemnification
6 supplements and in no way limits the scope of the indemnification set forth in
7 paragraph 22.1. above.

8 In addition, Permittee waives, releases, acquits and forever discharges City,
9 its employees, members and officials or any other person acting on behalf of City,
10 of and from any and all claims, actions, causes of action, demands, rights,
11 damages, costs, expenses, or compensation (collectively "claims") whatsoever
12 (including, but not limited to, all claims at common law and/or under any federal,
13 state or local environmental, health and/or safety-related law, rule, regulation or
14 order, currently existing and as amended or enacted in the future ("Environmental
15 Law")), whether direct or indirect, known or unknown, foreseen or unforeseen,
16 which Permittee now has or may have or which may arise in the future on account
17 of or in any way growing out of or in connection with any hazardous materials on,
18 under from, or affecting the Permit Area, or any law or regulation applicable
19 thereto. Permittee acknowledges that it is familiar with Section 1542 of the
20 California Civil Code which reads: "A general release does not extend to claims
21 which the creditor does not know or suspect to exist in his favor at the time of
22 executing the release, which if known by him must have materially affected his
23 settlement with the debtor"; and hereby releases the Permittee from any unknown
24 claims and waives all rights it may have under Section 1542 of the Civil Code or
25 under any other statute or common law principle of similar effect.

26 21.2.1. Exclusions.

27 A. Contamination on, beneath, or abutting the Permit Area which
28 existed prior to the initial commencement date of the Permit.

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B. Contamination which has emanated or emanates from a location off site the Permit Area and which has trespassed onto, underneath or across the Permit Area.

C. Contamination which is unrelated to Permittee's use, occupancy of Permittee's subpermittees, invitees, or guests, on the Permit Area.

D. Permittee need not indemnify City for activities carried on or around the Permit Area by City as part of occasional use of the Permit Area by City or its other permittees, licensees, or the like or actions of the public who have not been permitted or solicited by Permittee.

21.3. Definition. "Hazardous material" means any substance:

A. the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

B. which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S. C. Section 6901 et seq.); or

C. which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

D. the presence of which on the Permit Area causes or threatens to cause a nuisance upon the Permit Area or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about

1 the Permit Area; or

2 E. the presence of which on adjacent properties could constitute a
3 trespass by Permittee; or polychlorinated bipheynols (PCBs), asbestos or
4 urea formaldehyde foam insulation.

5 22. FORCE MAJEURE: City and Permittee shall not be deemed to be in
6 default in the performance of the terms, covenants or conditions of this Agreement if
7 either party is prevented from performing said terms, covenants or conditions by causes
8 beyond its control, including, without limitation, acts of God or the public enemy; failures
9 due to nonperformance or delay of performance by suppliers or contractors; any order,
10 directive or other interference by municipal, state, federal or other governmental official or
11 agency; any catastrophe resulting from the elements, flood, fire, explosion, or any other
12 cause reasonably beyond the control of a party, but excluding strikes or other labor
13 disputes, lockouts, work stoppages or financial inability.

14 23. LICENSE AND CERTIFICATION: Permittee shall not permit any
15 person charged with the responsibility of operating any of its vessels providing dinner,
16 harbor or charter cruises to do so unless and until that person is qualified and duly
17 licensed to operate and in compliance with the U.S. Coast Guard regulations, the vessel
18 or vessels to which that person is assigned. Permittee shall deliver to the Manager of the
19 Marine Bureau copies of such licenses for all vessel operators. Permittee's vessel
20 operators and crew and ticket sellers shall at all times be dressed in clean, well-kept
21 coordinated uniforms, except when performing required maintenance.

22 Permittee's vessels shall at all times be certified and licensed and inspected by
23 those governmental agencies having jurisdiction over Permittee's activities. Permittee
24 shall at all times comply with all United States Coast Guard regulations.

25 24. PARKING/TRAFFIC MANAGEMENT. Permittee and employees of
26 Permittee may be required to participate in a parking/traffic management program which
27 may designate parking areas for Permittee's employees.

28 25. STORAGE ON DOCKS: Storage of items on dock, except in dock

1 boxes/containers approved by City is prohibited.

2 26. ASSIGNMENT OR TRANSFER: Permittee shall not assign or transfer
3 this Permit nor shall any interest herein be assignable or transferable by operation of law
4 or by any process or proceedings of any court or otherwise. Any attempted transfer or
5 assignment shall be void and confer no rights whatsoever upon a transferee or assignee.

6 Notwithstanding the foregoing, Permittee may grant subpermits, licenses or
7 concessions to others provided Permittee shall first obtain the written consent of the
8 Manager. The Manager shall not be required to give any consent to a proposed
9 subpermitting, licensing or grant of concession rights, unless and until Permittee has
10 submitted to the Manager such additional information regarding the identity of proposed
11 subpermittee, licensee or concessionaire and the terms and conditions of the proposed
12 transaction as may be required by the Manager to make a determination to grant or
13 withhold such consent. Further, the Manager shall have the right to impose such further
14 conditions in connection with the granting of consent as may be required to assure that
15 public health, safety, welfare and convenience will be best served by the proposed
16 subpermit, license or concession.

17 If Permittee shall be adjudicated a bankrupt or become insolvent or any interest in
18 this Permit be taken by virtue of attachment, execution, or receivership, the City may
19 terminate this Permit upon five (5) days written notice to Permittee.

20 27. HOLDING OVER: This Permit shall terminate without any further
21 notice as of the Permit expiration date set forth in paragraph three above. Any holding
22 over by Permittee after the Permit expiration date shall not constitute a renewal or
23 extension or give Permittee any rights in or to the Permit Area except as expressly
24 provided in this Permit. Any holding over after the Permit expiration date with the
25 consent of City shall be construed to be a tenancy from month to month, at fees equal to
26 the fees due for the last year of the Permit term, and shall otherwise be on the terms and
27 conditions herein specified.

28 28. INSPECTION: The City's authorized representatives shall have access

1 to and across the Permit Area during business hours and, in the event of an emergency,
2 at any other time for inspection, repair of publicly-owned utilities and structures, and for
3 fire and police purposes. The City, acting through the Marine Bureau of the Department
4 of Parks, Recreation and Marine, shall have the right, but not the obligation, to board and
5 inspect any such vessels to assure compliance by Permittee with the provisions of this
6 Permit. City shall coordinate inspections with Permittee.

7 **29. GENERAL PROVISIONS:**

8 **29.1. Notices, Demands and Communication Between the Parties.** Written
9 notices, demands, and communication between City and Permittee shall be in
10 writing and shall be sufficiently given if personally served or if mailed by registered
11 or certified mail, postage prepaid, return receipt requested addressed as follows:

12 **TO CITY:** City Manager
13 13th Floor, City Hall
14 333 West Ocean Boulevard
15 Long Beach, California 90802

16 **WITH A COPY TO:** Director of Parks, Recreation & Marine
17 2760 Studebaker Road
18 Long Beach, California 90815-1697

19 **TO PERMITTEE:** OWS Holdings LLC
20 6172 Bollinger Road, #105
21 San Jose, California 95129

22 Either party may change its address by notifying the other party of the
23 change of address. Notice shall be deemed communicated within forty-eight (48)
24 hours from the time of mailing if mailed as provided in this paragraph.

25 **29.2. Conflict of Interest.** No member, official or employee of City shall
26 have any personal interest, direct or indirect, in this Permit, nor shall any such
27 member, official or employees participate in any decision relating to this Permit
28 which affects his personal interest or the interests of any corporation, partnership
or association in which he is, directly or indirectly, interested. No member, official
or employee of City shall be personally liable to Permittee, or any successor in
interest, in the event of any default or breach by City or for any amount which may

1 become due to Permittee or successor or on any obligations under the terms of
2 this Permit.

3 29.3. Defaults and Remedies.

4 29.3.1. Defaults - General. Failure by either party to perform any
5 term or provision of this Permit constitutes default under this Permit, if not cured
6 within thirty (30) days from the date of receipt of a written notice from the other
7 party specifying the claimed default provided that if such default cannot reasonably
8 be cured within such thirty (30) day period, the party receiving such notice of
9 default shall not be in default under this Permit if such party commences the cure
10 of such default within such thirty (30) day period and thereafter diligently
11 prosecutes the steps to cure such default to completion.

12 29.3.2. Institution of Legal Actions. In addition to any other rights or
13 remedies, either party may institute legal action to cure, correct, or remedy any
14 default, to recover damages for any default, or to obtain any other remedy
15 consistent with the purpose of this Permit. Such legal actions must be instituted in
16 the South Branch of the Superior Court of the County of Los Angeles, State of
17 California, in an appropriate municipal court in that county, or in the Federal
18 District court in the Central District of California. The prevailing party in any action
19 commenced pursuant to this Permit shall be entitled to recover reasonable costs,
20 expenses and attorneys' fees.

21 29.3.3. Applicable Law. The laws of the State of California shall
22 govern the interpretation and enforcement of this Permit. Permittee during its use
23 and occupancy of the Permit Area shall at all times comply with all laws,
24 ordinances, rules, and regulations of and obtain permits from all federal, state, and
25 local governmental authorities having jurisdiction over the Permit Area, Permittee's
26 vessels and Permittee's activities thereon.

27 29.3.4. Service of Process. In the event any legal action is
28 commenced by Permittee against City, service of process on City shall be made

1 by personal service upon the City Clerk of the City, or in such other manner as
2 may be provided by law.

3 In the event that any legal action is commenced by City against
4 Permittee, service of process on Permittee shall be made as provided by law and
5 shall be valid whether made within or outside the State of California.

6 29.3.5. Rights and Remedies Are Cumulative. Except as otherwise
7 expressly stated in this Permit, the rights and remedies of the parties are
8 cumulative, and the exercise by either party of one or more such rights or
9 remedies shall not preclude the exercise by it, at the same or different times, of
10 any other rights or remedies for the same default or any other default by the other
11 party.

12 29.3.6. Inaction Not a Waiver of Default. Any failures or delays by
13 either party in asserting any of its rights and remedies as to any default shall not
14 operate as a waiver of any default or of any such rights or remedies or deprive
15 either such party of its right to institute and maintain any actions or proceedings
16 which it may deem necessary to protect, assert or enforce any such rights or
17 remedies.

18 29.3.7. Remedies. In the event of a default by Permittee, which is
19 not cured by Permittee within the times specified in this Permit, City without
20 further notice to Permittee, may declare this Permit and/or Permittee's right of
21 possession at an end and may reenter the Permit Area by process of law, in which
22 event, City shall have the right to recover from Permittee:

23 29.3.7.1. The worth at the time of award of the unpaid fees which
24 have been earned at the time of termination, plus interest;

25 29.3.7.2. The worth at the time of award of the amount by which the
26 unpaid fees which would have been earned after termination until the time of
27 award exceeds the amount of such fee loss that Permittee proves could have
28 been reasonably avoided, plus interest;

1 29.3.7.3. The worth at the time of award of the amount by which the
2 unpaid fees for the balance of the term after the time of award exceeds the
3 amount of such fee loss for the same period the Permittee proves could be
4 reasonably avoided, plus interest thereon; and

5 29.3.7.4. The remedies of City as hereinabove provided are
6 cumulative to the other provisions of this Permit.

7 29.4. Enforced Delay: Extension of Time of Performance. In addition to
8 other provisions of this Permit, performance by either party hereunder, shall not be
9 deemed to be in default where delays or defaults are unavoidable or performance
10 is rendered impracticable, due to war; enemy action; insurrection; civil disturbance,
11 strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of
12 public enemy; epidemics; quarantine restrictions; freight embargoes; lack of
13 transportation; governmental restrictions or moratoria; failure or inability to secure
14 materials or labor by reason of regulations or order of any governmental entity;
15 litigation including eminent domain proceedings or related legal proceedings, acts
16 or failure to act of the other party; acts or failure to act of any public or
17 governmental agency or entity; and the time for such performance shall be
18 extended for a period equal in length to such delay(s).

19 29.5. Partial Invalidity. If any term or provision of this Permit or the
20 application thereof to any party or circumstances shall, to any extent, be held
21 invalid or unenforceable, the remainder of this Permit, or the application of such
22 term or provisions, to persons or circumstances other than those as to whom or
23 which it is held invalid or unenforceable, shall not be affected thereby, and each
24 term and provision of this Permit shall be valid and enforceable to the fullest extent
25 permitted by law.

26 29.6 Right to Contest Laws. Permittee shall have the right after notice to
27 City to contest or to permit its subpermittees to contest by appropriate legal
28 proceedings, without costs or expense to City, the validity of any law, ordinance,

1 order, rule, regulation or requirement to be complied with by Permittee under this
2 Permit and to postpone compliance with the same except such laws as may be
3 adopted by City, provided such contest shall be promptly and diligently prosecuted
4 at no expense to City so long as City shall not thereby suffer any civil penalties,
5 sanction or be subjected to any criminal penalties or sanctions, and Permittee
6 shall protect and save harmless City against any liability and claims for any such
7 noncompliance or postponement of compliance.

8 29.7. Entire Agreement, Waivers and Amendments. This Permit
9 constitutes the entire understanding and agreement of the parties. This Permit
10 integrates all the terms and conditions mentioned herein or incidental hereto, and
11 supersedes all negotiations between the parties with respect to all or any part of
12 the subject matter hereof.

13 29.8. Waivers. All waivers of the provisions of this Permit must be in
14 writing by the appropriate authorities of City or Permittee and all amendments
15 hereto must be in writing by the appropriate authorities of City and Permittee.

16 29.9. Successors in Interest. The provisions of this Permit shall be binding
17 upon and shall inure to the benefit of the heirs, executors, assigns and successors
18 in interest of the parties hereto.

19 29.10. Nondiscrimination. In connection with performance of this
20 Agreement and subject to applicable laws, rules and regulations, Consultant shall
21 not discriminate in rendering services hereunder on the basis of race, color,
22 religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability,
23 handicap or veteran status.

24 29.11. No Joint Venture or Partnership. Nothing in this agreement shall be
25 construed as creating either a partnership or joint venture between the parties
26 hereto.

27 29.12. Jointly Drafted. This agreement is jointly drafted by the parties
28 hereto and it is not to be construed against either party as the drafter.

1 29.13. Municipal Powers. Nothing contained herein shall be construed as a
2 limitation upon powers of City as a chartered city of the State of California. This
3 Permit is entered into by City in its proprietary capacity and nothing contained
4 herein shall relieve Permittee from complying with all requirements, rules,
5 regulations or ordinances of the City of Long Beach.

6 29.14. No Mineral Rights. This Permit creates no rights in Permittee to
7 minerals, or proceeds from mineral production, which may lie below the Permit
8 Area including but not limited to any unitized oil.

9 29.15. No Relocation Benefits. Permittee shall have no rights to relocation
10 benefits mandated by the laws of the State of California as to this Permit Area.

11 29.16. Americans with Disabilities Act. Permittee shall have and be
12 allocated the sole responsibility to comply with the Americans with Disabilities Act
13 ("ADA") as may be applicable with respect to Permittee's operation and the
14 Permittee shall indemnify and hold City harmless from and against any claims of a
15 violation of the ADA.

16 30. TAXES: This Permit may create a possessory interest subject to
17 property taxation and Permittee may be liable for the payment of property taxes levied on
18 such possessory interest. Permittee shall pay or cause to be paid, prior to delinquency,
19 all taxes, assessments and other governmental and district charges that may be levied or
20 assessed for buildings, improvements or property located on the Permit Area and upon
21 possessory interests created by this Permit. Satisfactory evidence of such payments
22 shall be delivered by Permittee upon demand therefore.

23 31. COASTAL DEVELOPMENT PERMIT: Permittee acknowledges that the
24 California Coastal Commission requires that any permit issued for operation within the
25 Rainbow Harbor and Rainbow Marina area shall be subject to the terms and conditions of
26 Coastal Development Permit no. 5-96-124, and Coastal Development Permit no. 5-98-
27 161. The conditions of Coastal Development Permit no. 5-96-124, and Coastal
28 Development Permit no. 5-98-161 are incorporated herein and attached as Exhibits B

1 and C respectively:

2 Exhibit B - Coastal Development Permit no. 5-96-124

3 Exhibit C - Coastal Development Permit no. 5-98-161

4 32. FOURTH OF JULY: Permittee recognizes that it is the responsibility of
5 the City to maintain a safe and secure environment for the public at all times. Annually,
6 the Rainbow Harbor and Rainbow Marina area experiences exceptional visitor and
7 activity levels related to the 4th of July. To mitigate the impact to public safety and
8 security, the City may limit Rainbow Harbor and Rainbow Marina activity. Permittee
9 agrees to be bound by reasonable restrictions on its activities in or around the Permit
10 Area on such day or day(s) of 4th of July activities each year of the term of this Permit.
11 Such restrictions may include limitations on the hours businesses may operate including
12 those of Permittee in the Permit Area. Permittee waives any and all claim that it might
13 ever have against City as a result of any adverse impact on its operations or business as
14 a result of City restrictions.

15 33. SPECIAL EVENTS: Permittee recognizes that the area of the City in
16 which Permittee will operate pursuant to this Permit is annually impacted by Special
17 Events, including but not limited to the running of the Long Beach Grand Prix. Permittee
18 waives any and all claim that it might ever have against City or the operators of said
19 Special Events, including but not limited to the Grand Prix Sea Festival events and boat
20 shows as a result of any adverse impact on its operations or business as a result of said
21 Special Events.

22 34. EMPLOYMENT COOPERATION. Permittee acknowledges that the
23 Queensway Bay Project, including Permittee's operations under this Permit, is subject to
24 the hiring requirements set forth in 24 C.F.R. Section 570.209. Such requirements
25 mandate that the Queensway Bay Project create 1,143 new jobs for low- or moderate-
26 income persons (as defined in 24 C.F.R. Section 570.3) (hereinafter 'low-income hires').
27 Accordingly, Permittee agrees that it shall use good faith efforts to create such low
28 income hires, and shall report to the City of Long Beach, on an annual basis, the name,

1 position, date of hire and income level for all low-income hires for its operations under
2 this Permit. Permittee further agrees that all permits, subpermits, concession
3 agreements and licenses entered into by Permittee regarding any portion of the permit
4 area shall require that all subpermittees, concessionaires and licensees comply with such
5 requirements. In furtherance of these requirements, Permittee agrees that it will
6 reasonably cooperate with the City of Long Beach, through its Training and Employment
7 Development Officer and staff with recruitment, screening and tracking. In implementing
8 such efforts, the City of Long Beach, through its Training and Development Officer and
9 staff, will provide to Permittee and all Queensway Bay permittees, subpermittees,
10 concessionaires and licensees, staff assistance, at no cost, to pre-screen and qualify all
11 potential job applicants. Such services include assisting with community outreach to
12 recruit qualified job applicants and conducting pre-screening sessions to determine the
13 most qualified applicants for jobs. All qualification and hiring decisions will be made by
14 Permittee or its subpermittees, concessionaires or licensees. As part of its
15 implementation program, the City of Long Beach will also provide for up to 240 hours of
16 on-the-job training if the employee is determined to need such training and he/she meets
17 Federal Job Training Partnership Act (JTPA) program eligibility. The City of Long Beach
18 Training and Employment Development Officer is responsible for providing the staff
19 necessary for pre-employment assistance. The requirements set forth in this Section

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1 shall terminate upon the City's written verification that 1,143 low-income hires have been
2 created for the Queensway Bay Project.

OWS HOLDINGS LLC, doing business as
OFFSHORE WATERSPORTS

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5 12/13, 2007

By: [Signature]

6 DEC. 20, 2007

By: [Signature]

"PERMITTEE"

CITY OF LONG BEACH, a
municipal corporation

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11 1/22, 2007/8

By: [Signature] **ASSISTANT**
City Manager

"CITY"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

12
13 Approved as to form, this 14th day of January, 2007/8

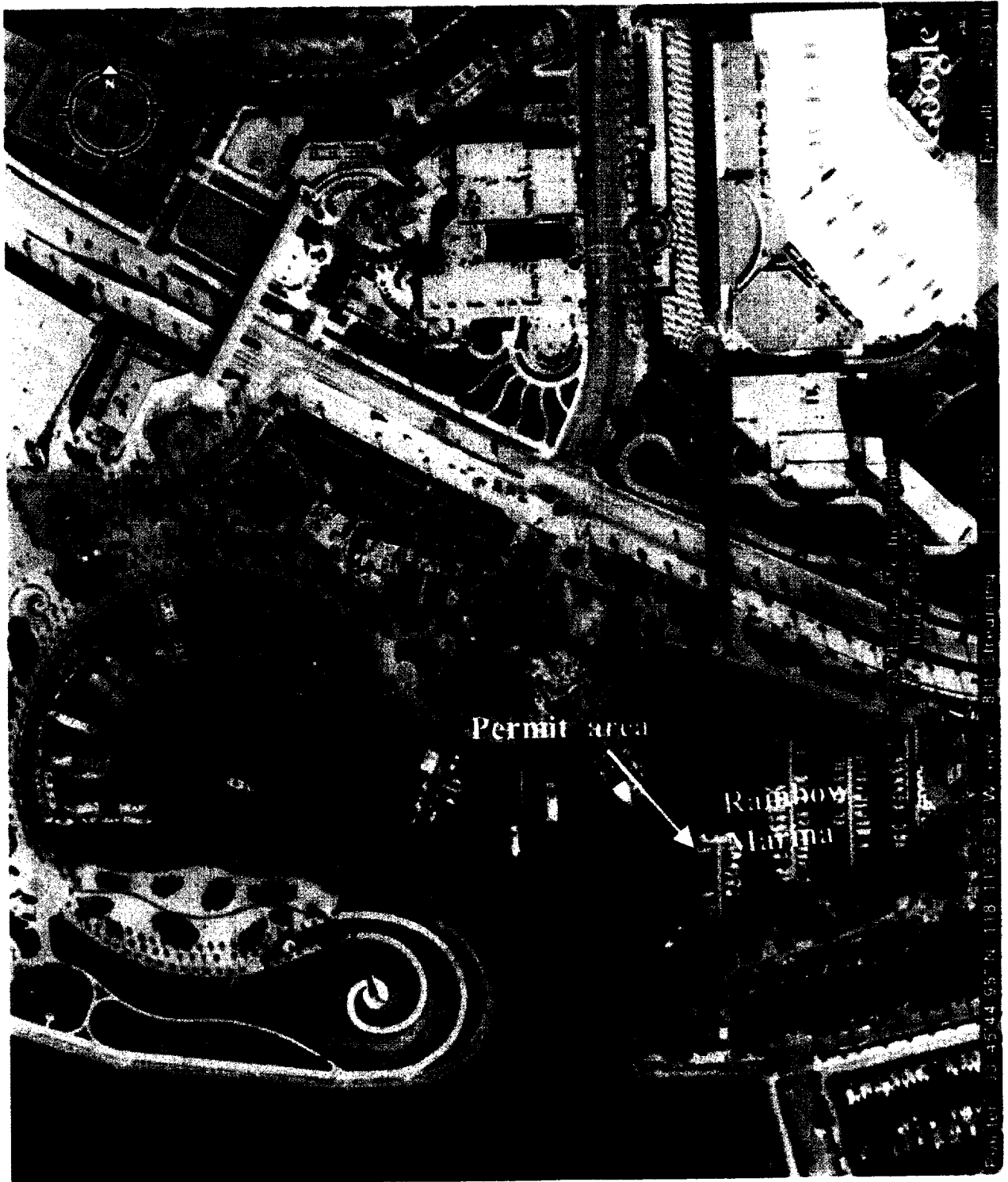
ROBERT E. SHANNON, City Attorney

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16 By: [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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07-03842

Exhibit A



Offshore Watersports

Slips 5001 and 5003

EXHIBIT
B

CALIFORNIA COASTAL COMMISSION

SOUTH COAST AREA
 245 W BROADWAY, STE 380
 P O BOX 1450
 LONG BEACH, CA 90802 4416
 (310) 590-5071

Page 1 of 8
 Date: 13 November 1996
 Permit No. 5-96-124

COASTAL DEVELOPMENT PERMIT

On 12 September 1996, the California Coastal Commission granted to City of Long Beach this permit subject to the attached Standard and Special conditions, for development consisting of

Construct a downtown commercial harbor in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch in order to create a 6.4 acre habitat mitigation area, transport approximately 109,000 cubic yards of excavated sand to 8th Place Beach area for beach replenishment, [and dispose of approximately 325,000 cubic yards of dredged materials at the LA-2 offshore disposal site (see Consistency Certification No. CC-98-96)].

more specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at 200 W. Shoreline Drive (Shoreline Park), 199 S. Golden Shore (Golden Shore boat launch), and public beach between 1st Place and 15th Place (beach replenishment), City of Long Beach.

Issued on behalf of the California Coastal Commission by

PETER DOUGLAS
 Executive Director

By: 

Title: Coastal Program Analyst

ACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance. . . of any permit. . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

 Date

 Signature of Permittee

COASTAL DEVELOPMENT PERMIT

Page 2 of 8
Permit No. 5-96-124

STANDARD CONDITIONS:

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Regional Bicycle Route

Pursuant to the July 11, 1996 letter signed by Robert Paternoster, Director of the Queensway Bay Project, and addressed to Charles Posner, Coastal Program Analyst, the Commission's Long Beach office:

- a) During the construction phase of the proposed project, the City shall provide and maintain a temporary bicycle route connecting the existing Los Angeles River bicycle path to the existing beach bicycle path. The temporary bicycle route shall maintain regional bicycle circulation through the Downtown Shoreline area by generally following the route described in the July 11, 1996 letter.

COASTAL DEVELOPMENT PERMIT

Page 3 of 8
Permit No. 5-96-124

- b) Prior to the closing or demolition of any portion of the existing regional bicycle route, a replacement bicycle route shall be constructed and opened in order to maintain the connection between the Los Angeles River bicycle path and the beach bicycle path.
- c) Prior to the removal of the temporary bicycle route, the City shall construct, open and maintain the proposed permanent regional bicycle route which connects the Los Angeles River bicycle path to the beach bicycle path as shown on Exhibit #11 of this report.

2. Public Restrooms

The City shall provide public restroom facilities in Riverfront Park. Either temporary or permanent restroom facilities shall be available for public use when Riverfront Park officially opens, and thereafter. The City shall install permanent restroom facilities in Riverfront Park within one year of the official opening the park to the public, or within such additional time as may be granted by the Executive Director for good cause. The permanent restroom facilities will require a Coastal Development Permit or a permit amendment approved by the Commission.

3. Parking Meters

Any parking meters installed on public parking spaces in Riverfront Park shall allow ninety minutes of parking when the maximum amount of coins are deposited. In addition, the users of such public parking spaces shall be permitted to use the metered parking spaces for at least four hours (if the required amount of coins are added) before being required to vacate the parking space.

4. Public Access

The City shall provide and maintain unobstructed public access to and along the Pine Avenue Pier, the Queensway Bay Harbor esplanade, and the plaza areas in front of and adjacent to the aquarium structure free of charge for the life of the development approved herein. Public access to the Pine Avenue Pier may only be interrupted for special events with a duration of six hours or less, or by special events permitted by a subsequent Coastal Development Permit. Public access may also be interrupted subject to those temporary safety limitations necessitated by unsafe conditions resulting from waves, extreme weather or required maintenance activities.

5. Public Boat Docks

The City shall provide and maintain a minimum of 200 linear feet of docking area within the Queensway Bay Harbor which shall be reserved for short-term public docking which shall be available for free or at rates comparable to automobile parking. Short-term shall be defined as any term between one hour and six hours. This public docking area shall not be leased or reserved by any individual, business or organization. Additional short-term and/or long-term public docking areas over and

COASTAL DEVELOPMENT PERMIT

Page 4 of 8
Permit No. 5-96-124

above this minimum requirement may be provided. All public docking areas shall be identified with signage which clearly communicates the availability and limitations of the public docking facilities.

6. Future Uses and Improvements

This approval is limited to the uses and development specifically described in the project description and related findings contained in Coastal Development Permit 5-96-124. Any additional development, including intensification of use such as the lease of docks areas, esplanade areas, park areas, or the commercial use of docks by party boats or cruise ships, will require an amendment to the permit or a new Coastal Development Permit.

7. Leases to Private Operators

The lease of any area subject to the terms and conditions of Coastal Development Permit 5-96-124 to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permit 5-96-124. In addition, such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained herein.

8. Chemical Management Plan

Prior to the issuance of the Coastal Development Permit, the City shall submit a Chemical Management Plan for the review and approval of the Executive Director. The purpose of the Chemical Management Plan shall be to address how the City will construct and operate the Queensway Bay Harbor in a manner that protects water quality from pollutants, typically associated with commercial harbors, such as boat cleaning chemicals, pesticides, fuels and oil. The Chemical Management Plan shall identify the equipment and structures that will be installed at the harbor to assist users in preventing any discharge of pollutants into the harbor. The Chemical Management Plan shall be in compliance with the standards and regulations of the California Regional Water Quality Control Board, the United States Environmental Protection Agency (EPA), and all other applicable local, state and federal regulations. The Executive Director will approve the Chemical Management Plan if it contains the following minimum elements:

- a. Harbor users shall be prohibited from discharging pollutants, including pesticides, varnishes, paints, sewage, cleaners, fuel, etc. into the harbor.
- b. The City will install the equipment necessary to prevent or reduce any discharge of pollutants into the harbor, including the equipment for the proper disposal of pollutants in compliance with all local, state and federal regulations.

The approved Chemical Management Plan shall be prominently posted near all docks and shall be explicitly incorporated into all leases to private

COASTAL DEVELOPMENT PERMIT

Page 5 of 8
Permit No. 5-96-124

operators within the harbor. The Queensway Bay Harbor shall be constructed and operated consistent with the plan approved by the Executive Director. Should the City need to revise the plan, the proposed revisions shall be submitted to the Executive Director in order to determine if the proposed changes shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

9. Public Boat Launch

Within two years of the demolition of the Golden Shore public boat launch, the City shall construct and open to the public a new boat launch of not less than two launching lanes and 60 parking spaces for autos with boat trailers within the Queensway Bay area.

10. Golden Shore Public Parking

The City shall retain a minimum of thirteen (13) existing public metered parking spaces in the existing public parking lot located near the entrance of the recreational vehicle park and the Golden Shore public boat launch (See Exhibit #15).

11. Habitat Mitigation Project

- a) The City shall construct, monitor and maintain the proposed habitat mitigation project consistent with the standards contained in the "Planting Plan, August 1996" and the "Monitoring Plan, August 1996" prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc.
- b) The implementation of the grading and planting plans (Exhibit #15) for the proposed habitat mitigation project shall commence prior to or simultaneous with the commencement of the proposed dredging of Shoreline Lagoon. Once the grading has commenced for the habitat mitigation project, the construction and planting of the habitat mitigation site shall proceed continuously until it is completed in conformance with the approved plan.
- c) The five-year monitoring period proposed by the "Monitoring Plan, August 1996," prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc., shall commence upon completion of the first planting of the project site. The City shall notify the Executive Director upon completion of the first planting of the project site.
- d) Upon completion of the first year of the monitoring period, and annually thereafter, the City shall submit to the Executive Director a report which documents the implementation of the planting and monitoring plans and which documents the status of the habitat mitigation project in relation to the performance standards contained in those plans.

COASTAL DEVELOPMENT PERMIT

Page 6 of 8
Permit No. 5-96-124

- e) Any additional work or modifications to the habitat mitigation project which are necessary to meet the performance standards contained in the planting and monitoring plans shall be submitted to the Executive Director. Any change in the approved habitat mitigation project shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.
- f) The City shall be responsible for the ongoing maintenance of the habitat mitigation project and site. The required maintenance shall include regular cleaning and trash pick-up.

12. Siltation Control

Prior to the issuance of the Coastal Development Permit, the City shall submit, for the review and approval of the Executive Director, an erosion control and siltation prevention plan which controls erosion from the upland portions of the construction sites, and prevents silt from the upland portions of the construction sites from entering coastal waters during the construction of the proposed harbor and habitat mitigation project. The plan shall conform to the standards of the California Regional Water Quality Control Board and the U.S. Army Corps of Engineers. The approved plan shall be implemented during construction of the proposed project.

13. Turbidity Control

The City shall minimize negative impacts on the marine environment by using silt curtains, sand bags, or other forms of barriers during construction of the proposed harbor and habitat mitigation project to confine turbid water to the immediate areas of all dredging, excavation and deposition.

14. Suitability of Materials for Beach Replenishment

Prior to the issuance of the Coastal Development Permit, the City shall submit a written agreement, subject to the review and approval of the Executive Director, to provide a qualified expert at the sand source site to inspect and monitor all material proposed to be deposited at the approved deposition site. The inspector shall determine the geotechnical suitability of all such material using the sediment compatibility criteria contained in the Dredged Material and Sand Testing Program - Queensway Bay Downtown Harbor Facilities, City of Long Beach, by Kinnetic Laboratories, Inc. & ToxScan, Inc., June 19, 1996. Only material deemed "compatible" by the qualified expert pursuant to the criteria contained in the above-stated document may be deposited at the approved deposition site. All contracts involving the subject project shall include the above stated condition of approval.

COASTAL DEVELOPMENT PERMIT

Page 7 of 8
Permit No. 5-96-124

15. Beach and Recreational Facility Closures

During the proposed beach replenishment project, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours on weekends. On weekdays, beach area closures shall be minimized and limited to areas immediately involved in transportation and deposition. On all days, except for the portions of the beach where transportation and deposition is occurring, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours. On all days, the beach bicycle path shall remain open and available for public use during the normal operating hours.

16. Timing of Beach Replenishment Project

In order to reduce impacts on the grunion and the California least tern during the grunion breeding runs and the least terns' nesting and foraging season, no beach replenishment shall occur during the period commencing March 15 and ending September 1. However, limited beach replenishment activities may occur between March 15 and May 16 if the City submits, for the review and approval of the Executive Director, a mitigation program approved by the California Department of Fish and Game which insures that no adverse impacts will occur during grunion breeding or to least tern foraging areas.

17. Conformance with the Requirements of the Resource Agencies

The City shall comply with all permit requirements and mitigation measures of the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project which are required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

18. Foundation Design

Prior to the issuance of the Coastal Development Permit, the City shall submit for review and approval by the Executive Director, final plans for the proposed harbor and habitat mitigation site which have been reviewed and approved for structural soundness and safety by a qualified engineer. The submitted plans must be in substantial conformance with the plans approved by the Commission and must contain the foundation design recommendations contained in the Geotechnical Investigation Report for Queensway Bay Downtown Harbor by Advanced Earth Sciences, Inc., June 28, 1996. Any changes in the design of the proposed project which was approved by the Commission which may be required by the engineer shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations. The proposed harbor and habitat mitigation site shall be constructed in a manner consistent with the final approved plans.

COASTAL DEVELOPMENT PERMIT

Page 8 of 8
Permit No. 5-96-124

19. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that: (a) the site may be subject to extraordinary hazard from storms, waves and erosion; and (b) the City hereby waives any future claims of liability against the Commission or its successors in interest for damage from such hazards.

20. City Acceptance of Conditions

Prior to the issuance of the Coastal Development Permit, the City Council shall adopt and submit a resolution, subject to the review and approval of the Executive Director, agreeing to abide by all terms and conditions of Coastal Development Permit 5-96-124. The City and its representatives shall abide by all terms and conditions of Coastal Development Permit 5-96-124.

CP:b11

Attach Exhibit Nos. 11 & 15

7727F

QUEENSWAY BAY
Long Beach, California

MASTER SITE PLAN

SK-4

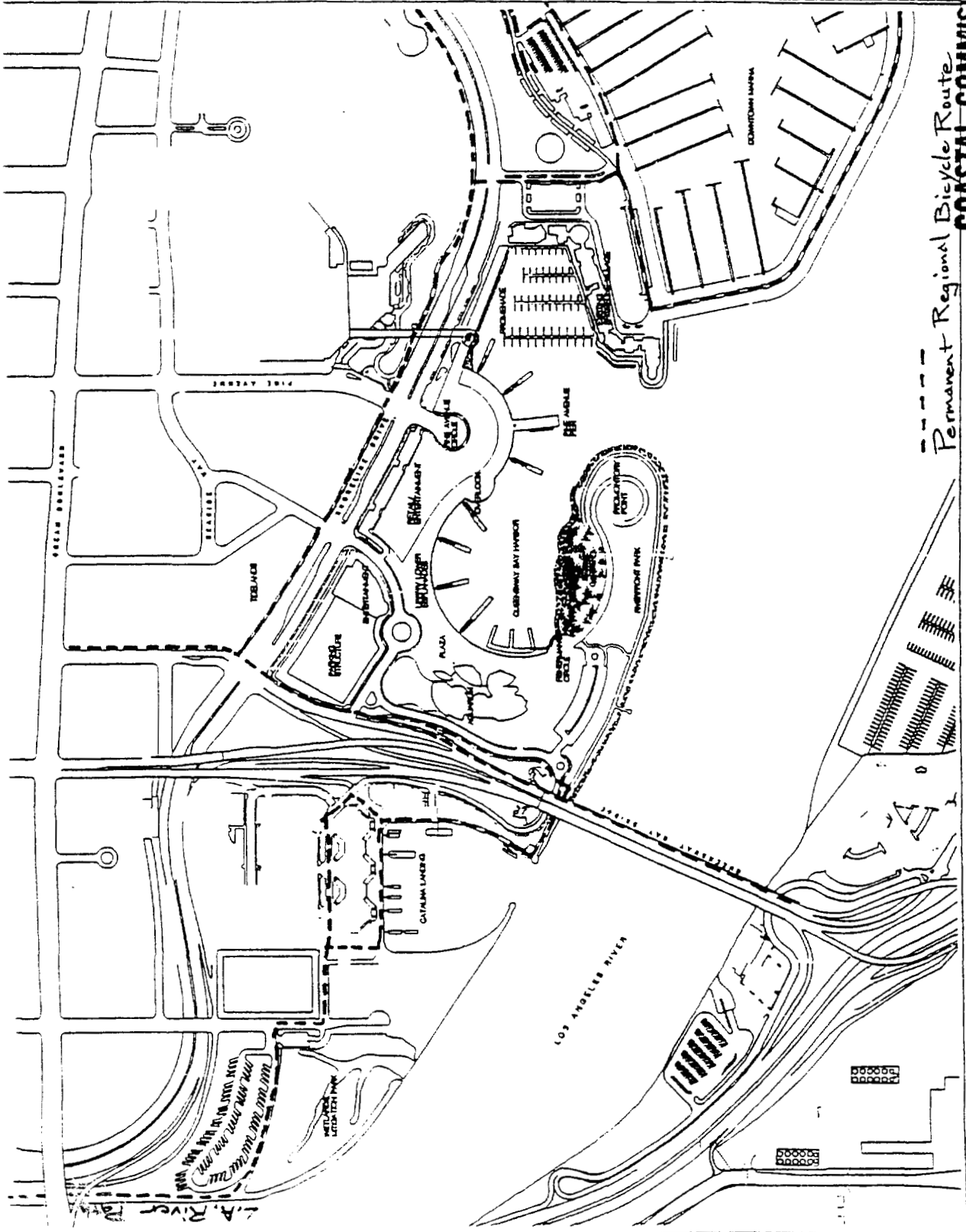
DATE: 11/15/00

BY: [Signature]

PROJECT NO: [Number]

SCALE: 1" = 100'

DATE: 11/15/00



Permanent Regional Bicycle Route
COASTAL COMMISSION

----- Final Regional Bicycle Route

QUEENSBAY BAY
RESORTS & DEVELOPMENT

CELEBRITY:
 The Queen's Bay Resort is a premier destination for celebrities and high-profile guests. The resort offers a wide range of amenities and services to ensure a luxurious and memorable stay.

SECURITY:
 The resort is committed to the safety and security of its guests. A comprehensive security protocol is in place, including 24-hour surveillance and a dedicated security team.

RECREATION:
 The resort offers a variety of recreational activities, including golf, tennis, swimming, and water sports. The resort also features a state-of-the-art fitness center and a spa.

RESTAURANTS:
 The resort features several award-winning restaurants, offering a diverse range of cuisines and dining experiences. The resort also offers a full-service bar and lounge.

CONFERENCES:
 The resort is an ideal venue for conferences and business meetings. The resort offers a variety of meeting rooms and facilities, including a large ballroom and a dedicated conference center.

TRANSPORTATION:
 The resort offers a variety of transportation options, including a private airport shuttle, a car rental service, and a fleet of luxury vehicles.

CLIMATE:
 The resort is located in a beautiful coastal setting, offering a warm and sunny climate year-round. The resort is also surrounded by lush tropical landscaping.

ENVIRONMENT:
 The resort is committed to environmental sustainability and responsible tourism. The resort has implemented a variety of green initiatives, including energy conservation and waste reduction.

EMPLOYMENT:
 The resort is a major employer in the local community, providing a wide range of job opportunities for its guests and staff.

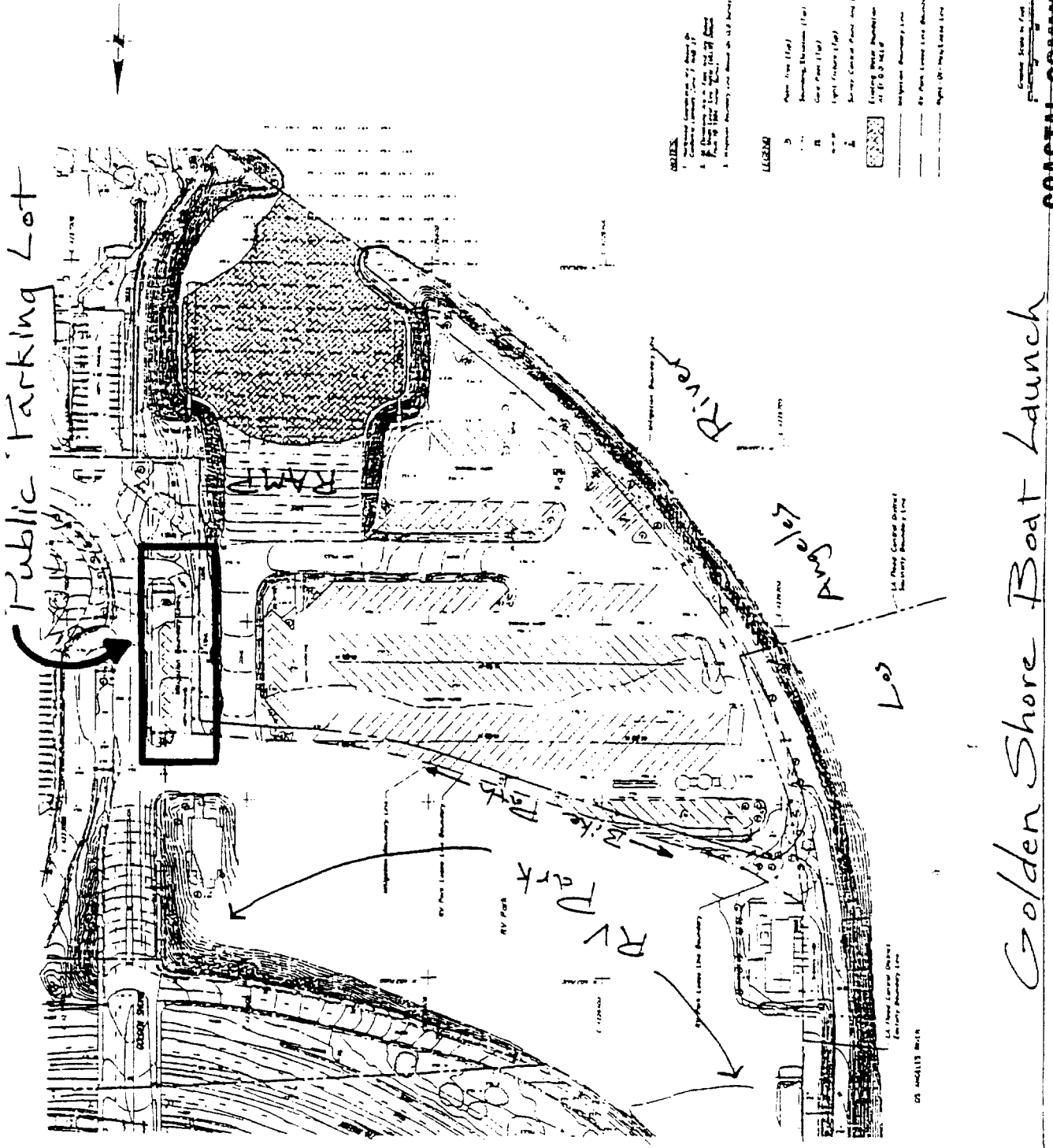
COMMUNITY:
 The resort is an integral part of the local community, offering a variety of community programs and events. The resort also supports a variety of local charities and organizations.

LEGISLATION:
 The resort is in full compliance with all applicable laws and regulations. The resort also actively participates in public consultations and community planning processes.

CONCLUSION:
 The Queen's Bay Resort is a premier destination for celebrities and high-profile guests. The resort offers a wide range of amenities and services to ensure a luxurious and memorable stay. The resort is committed to environmental sustainability and responsible tourism, and is an integral part of the local community.

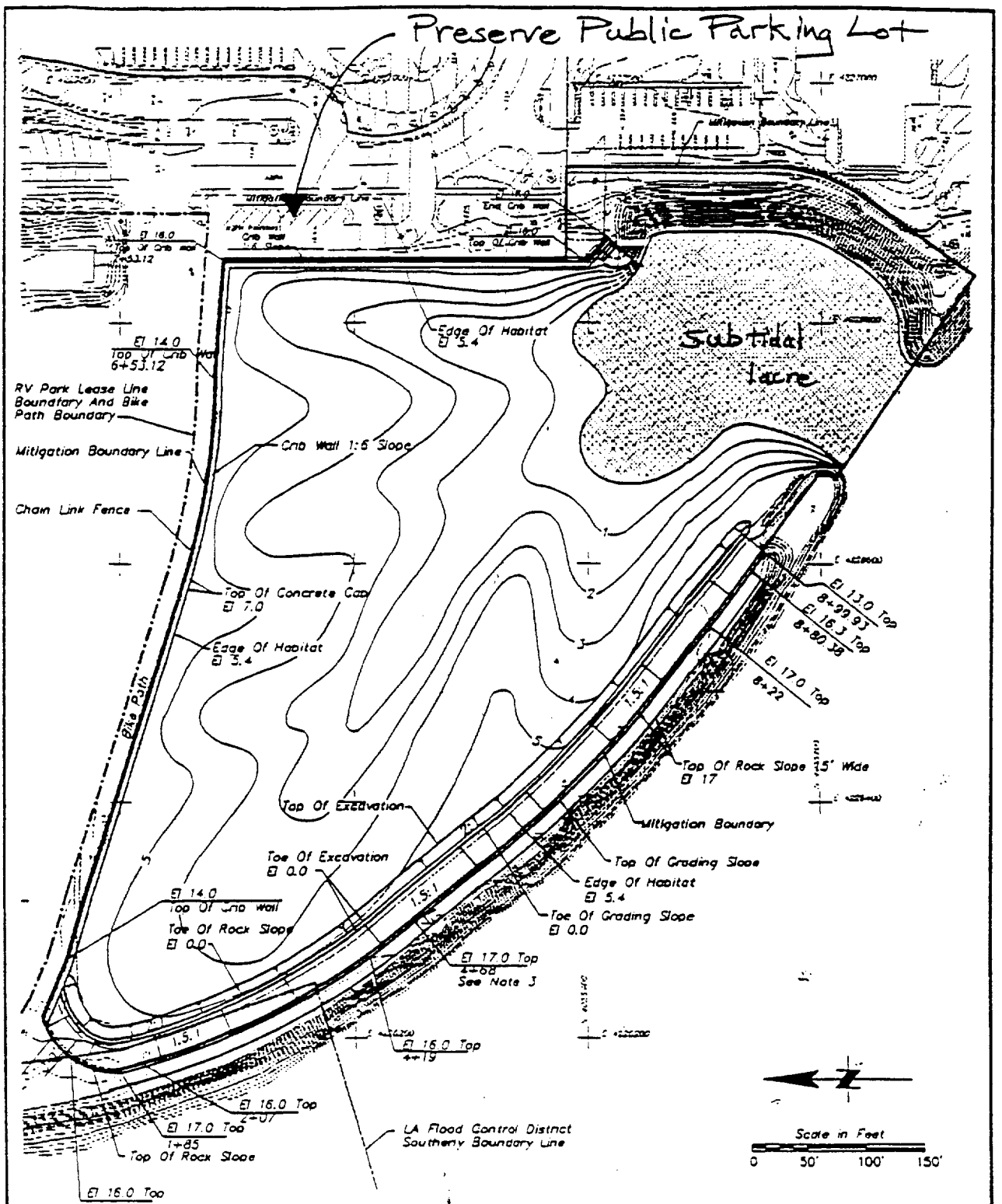
PREPARED BY: MTP-1

DATE: 2015-08-01



Golden Shore Boat Launch
 EXISTING

COASTAL COMMISSION



COASTAL COMMISSION

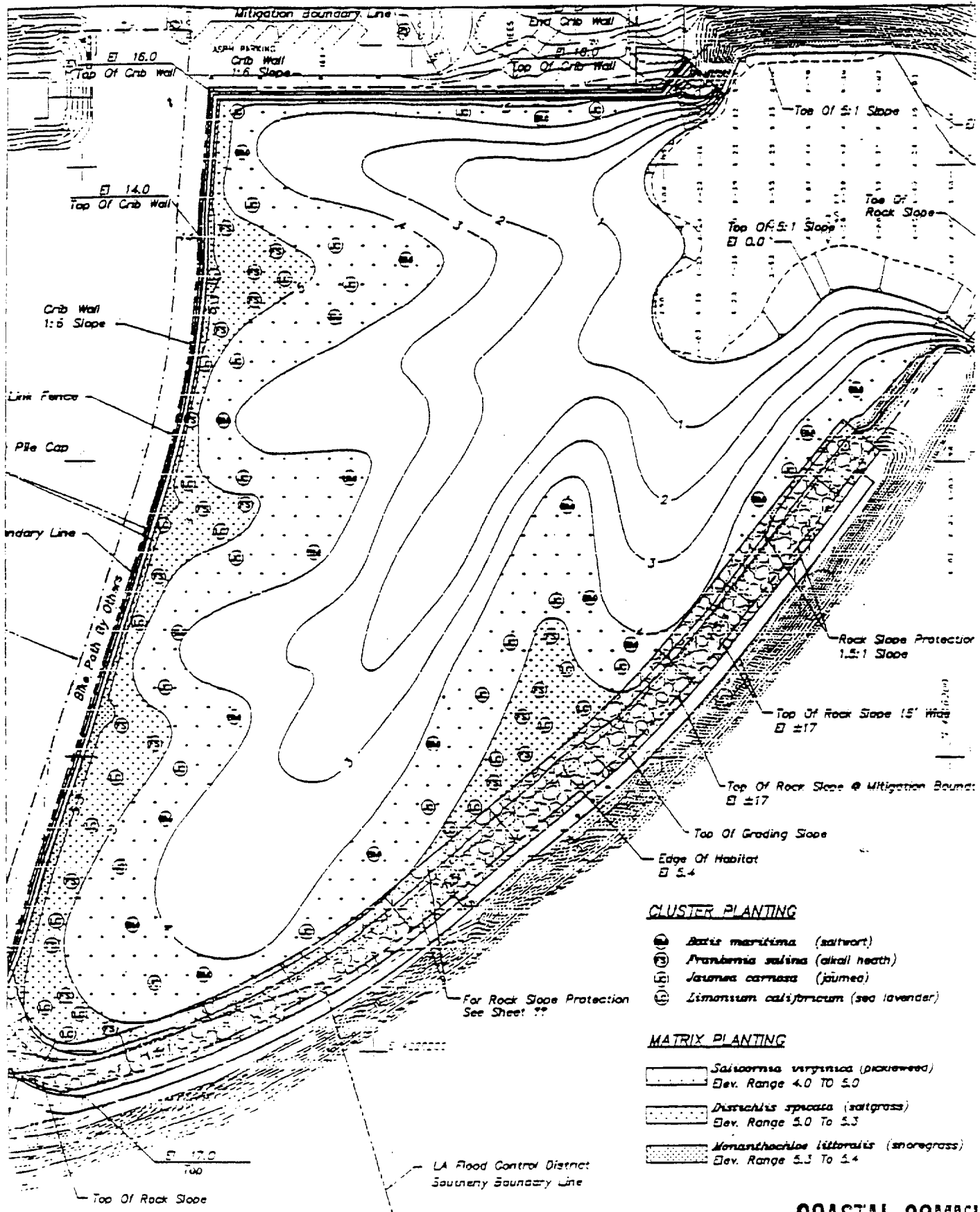
LEGEND

- Wetland Water Inundation At El. 0.0 MLLW
- Datum MLLW = 0.0

EXHIBIT # 15
 PAGE 2 OF 3

FIGURE 1. PLAN VIEW OF PROPOSED GRADING PLAN FOR QUEENSWAY BAY MITIGATION SITE, LONG BEACH, CALIFORNIA

1321480-02



CLUSTER PLANTING

- *Batis maritima* (saltwort)
- ⊙ *Prohambria salina* (alkali heath)
- ⊕ *Jatropha curcas* (jatropha)
- ⊖ *Limonium californicum* (sea lavender)

MATRIX PLANTING

- ▭ *Salsola vermiculata* (pickleweed)
Elev. Range 4.0 TO 5.0
- ▭ *Distichlis spicata* (saltgrass)
Elev. Range 5.0 TO 5.3
- ▭ *Monardochloa littoralis* (shoregrass)
Elev. Range 5.3 TO 5.4

Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

RESOLUTION NO. C- 26100

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH ACCEPTING ALL TERMS AND
5 CONDITIONS OF CALIFORNIA COASTAL COMMISSION
6 COASTAL DEVELOPMENT PERMIT 5-96-124 ISSUED IN
7 CONNECTION WITH THE QUEENSWAY BAY PROJECT
8

9 WHEREAS, on September 12, 1996, the California Coastal
10 Commission granted to the City of Long Beach a Coastal Development
11 Permit to: construct a downtown commercial harbor in Shoreline Park
12 and Lagoon; to reconstruct and improve Shoreline Park; to demolish
13 the Golden Shore public boat launch in order to create a 6.4 acre
14 habitat mitigation area; to transport approximately 109,000 cubic
15 yards of excavated sand to the 8th Place Beach area for beach
16 replenishment; and to dispose of approximately 325,000 cubic yards
17 of dredged materials at the LA-2 offshore disposal site; and

18 WHEREAS, the aforementioned Coastal Development Permit is
19 subject to certain standard and special conditions for development,
20 which conditions are fully set forth in the Notice of Intent to
21 Issue Permit, a copy of which is attached hereto and incorporated
22 herein by this reference; and

23 WHEREAS, it is the City's intent to abide by all terms and
24 conditions of Coastal Development Permit 5-96-124;

25 NOW, THEREFORE, the City Council of the City of Long Beach
26 resolves as follows:

27 Section 1. That the City agrees to accept all terms and
28 conditions of Coastal Development Permit 5-96-124.

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

1 Sec. 2. That the City Manager is hereby authorized and
2 directed to execute an acknowledgment and acceptance of the ter.
3 and conditions contained in California Coastal Development Permit
4 No. 5-96-124.

5 Sec. 3. This resolution shall take effect immediately
6 upon its adoption by the City Council, and the City Clerk shall
7 certify to the vote adopting this resolution.

8 I hereby certify that the foregoing resolution was adopted
9 by the City Council of the City of Long Beach at its meeting of
10 October 8, 1996, by the following vote:

11 Ayes: Councilmembers: Oropeza, Lowenthal, Drummond,
12 Roosevelt, Topsy-Elvord,
13 Donelon, Kellogg, Shultz.

14 Noes: Councilmembers: None.
15 _____

16 Absent: Councilmembers: Robbins.
17 _____

18
19 Shelba Powell
City Clerk

20
21
22
23
24
25
26
27 MJM:vmh
10/2/96
28 s:\mais\cc-reso\Queens.per

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
10000 Ocean Gate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



AMENDMENT TO COASTAL DEVELOPMENT PERMIT

5-96-124-A2

page 1 of 2

August 20, 1997

Permit Number **5-96-124** issued to **City of Long Beach** for:

construct a downtown commercial harbor (Rainbow Harbor) in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch to create a 6.4 acre habitat mitigation area.

at: 200 W. Shoreline Drive, (Shoreline Park & Rainbow Harbor), City of Long Beach, Los Angeles County has been amended to include the following change: amend previously approved Rainbow Harbor and Shoreline Park project to include minor revisions to the previously approved plans and construction of two public restrooms, concession building, three tensile structures, lighthouse, water feature, informational signs, and light standards.

This amendment will become effective upon return of a signed copy of this form to the Commission office. Please note that the original permit condition unaffected by this amendment are still effect.

PETER M. DOUGLAS
Executive Director

By: Charles Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

I have read and understand the above permit and agree to be bound by the conditions as amended of Coastal Development Permit 5-96-124.

Date: _____

Signature _____

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

5-96-124-A2

Page: 2

SPECIAL CONDITIONS:

No new special conditions are added to the permit by this amendment. However, the original special conditions of Coastal Development Permit 5-96-124 remain in full force and effect.

CP:

96-124-A2

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Océangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



**IMMATERIAL AMENDMENT
TO COASTAL DEVELOPMENT PERMIT**

November 13, 1998

Permit Number 5-96-124 issued to City of Long Beach for:

Construction of a downtown commercial harbor (Rainbow Harbor) in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, and demolish the Golden Shore public boat launch in order to create a 6.4 acre habitat mitigation area.

at: 200 W. Shoreline Drive (Shoreline Park & Rainbow Harbor), Long Beach, Los Angeles County has been amended to include the following change: Grant the City a one-year time extension to comply with special condition nine of coastal development permit 5-96-124.

This amendment was determined by the Executive Director to be immaterial, was duly noticed, and no objections were received. Please note that the original permit condition unaffected by this amendment are still effect.

PETER M. DOUGLAS
Executive Director

By: Charles Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

I have read and understand the above permit and agree to be bound by the conditions as amended of Coastal Development Permit 5-96-124.

Date: _____

Signature _____

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



5-96-124-A4

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

DATE January 19, 2000

Permit No: 5-96-124

issued to: City Of Long Beach, Attn: City Manager James C. Hankla

for: **One-year time extension to comply with special condition nine of Coastal Development Permit 5-96-124.**at: **200 W. Shoreline Drive And 199 So. Golden Shore, Long Beach (Los Angeles County)**

has been amended to include the following changes:

One-year time extension (until January 2001) for City compliance with special condition nine of Coastal Development Permit 5-96-124 requiring the construction of a new public boat launch ramp (located on the South Shore of Queensway Bay).

This amendment was determined by the Executive Director to be immaterial, was duly noticed, and no objections were received or the Commission concurred with the Executive Director's determination of immateriality (Sec. 13166 (b)(2)).

This amendment will become effective upon return of a signed copy of this form to the South Coast Area office. Please note that the original permit conditions are still in effect.

Sincerely,
PETER M. DOUGLAS
Executive Director



By: CHUCK POSNER
Coastal Program Analyst

ACKNOWLEDGMENT

I have read and understand the above amendment and agree to be bound by the remaining conditions of Permit No: 5-96-124.

Date: _____

Signature _____

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
100 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

RECEIVED
South Coast Region



DEC 8 - 2004

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT
5-96-124-A5**

December 3, 2004
Page 1 of 1

Permit Number **5-96-124** issued to **City of Long Beach** for:

Construct a downtown commercial harbor (Rainbow Harbor) in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, and demolish the Golden Shore public boat launch to create a 6.4-acre habitat mitigation area.

At: **100 Aquarium Way, Downtown Shoreline, City of Long Beach, Los Angeles County**, has been amended to include the following change:

Install new signage and refurbish an existing water fountain on the Rainbow Harbor Esplanade in order to create the "Rio de la Vida/River of Life" interpretive exhibit. Includes the installation of three new fountain nozzles and a one thousand square foot ceramic mural on the existing fountain walls, placement of granite boulders within the existing fountain area, attachment of two 8'x 1.5' graphic panels to the existing security railing, and erection of two ten-foot high freestanding interpretive signs (2.75'x 5') next to the fountain.

This amendment will become effective upon return of a signed copy of this form to the Commission office. Please note that this permit amendment does not affect the special conditions of Coastal Development Permit 5-96-124 as previously amended, and all previously imposed special conditions still apply to the approved development. No new special conditions are being imposed by this permit amendment.

PETER M. DOUGLAS
Executive Director

By: Charles R. Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

I have read and understand the above amendment and agree to be bound by the remaining conditions of Permit No: 5-96-124.

Date: 12/4/04

Signature Charles R. Posner

EXHIBIT

C

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Océangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

Page: 1 of 4
Date: July 22, 1998
Permit No: 5-98-161



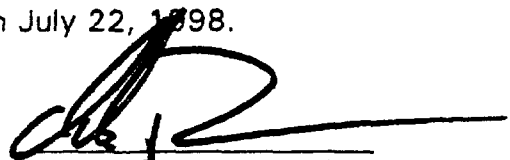
COASTAL DEVELOPMENT PERMIT

On 10 June 1998, the California Coastal Commission granted to **City of Long Beach** Coastal Development Permit **5-98-161**, subject to the attached Standard and Special Conditions, for development consisting of: establishment of on-the-water commercial concessions to be provided by approximately forty vessels operating out of Rainbow Harbor. More specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at Rainbow Harbor, Downtown Shoreline, City of Long Beach.

Issued on behalf of the California Coastal Commission on July 22, 1998.

PETER DOUGLAS
Executive Director

By: 
Title: Coastal Program Analyst

ACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance . . . of any permit . . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 CAL. ADMIN. CODE SECTION 13158(a).

Date

Signature of Permittee

Please sign and return one copy of this form to the Commission office at the above address.

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 2 of 4

STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Compliance.** All development must occur in strict compliance with the proposal set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. **Inspections.** The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.
6. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Public Boat Docks

Prior to the issuance of the Coastal Development Permit, the City shall submit a plan which identifies at least 200 linear feet of docking area within Rainbow Harbor which is reserved for short-term public docking as required by Coastal Development Permit 5-96-124. The public docking area shall not be leased or reserved by any individual, business or organization. The vessels which provide the commercial uses permitted by this permit (Coastal

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 3 of 4

Development Permit 5-98-161) shall not be permitted to use the public docking areas. All public docking areas shall be identified with signage which clearly communicates the availability, cost and time limits of the public docking facilities.

2. Public Parking

All parking spaces within the Shoreline Park parking lot shall be reserved for the use of the general public and shall be available for use on a first-come, first-served basis. There shall be no reserved parking spaces or exclusive use of the parking spaces within the Shoreline Park public parking lot by any person or group other than the general public (handicapped spaces excluded).

3. Temporary Trailer

A 440 square foot trailer may be placed in the Shoreline Park public parking lot on a temporary basis for the administration of fishing and diving boat expeditions operating at Pierpoint Landing in Rainbow Harbor. The trailer must be removed from the Downtown Shoreline area prior to September 15, 1998. The Executive Director may grant an extension to the September 15, 1998 deadline for good cause.

4. Shoreline Park and Rainbow Esplanade

The commercial uses and associated activities permitted by this permit (Coastal Development Permit 5-98-161) shall not interfere with public use or access to Shoreline Park and the Rainbow Esplanade. The park and esplanade areas shall be kept free of any barriers which could impede public access through the area, or impede public use of the area.

5. Leases to Private Operators

The lease of any dock area in Rainbow Harbor to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permits 5-96-124 and 5-98-161. Such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained in Coastal Development Permits 5-96-124 and 5-98-161.

6. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that: (a) the site may be subject to extraordinary hazards from storms, waves, floods, and earthquake induced liquefaction; and (b) the City hereby waives

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 4 of 4

any future claims of liability against the Commission its successors in interest for damage from such hazards.

CP:bill

98161per.doc.

c:\msoffice\winword\template\permit.dot Printed on July 22, 1998

CALIFORNIA COASTAL COMMISSION

SOUTH COAST AREA
 245 W. BROADWAY, STE 380
 P.O. BOX 1450
 LONG BEACH, CA 90802-4416
 (310) 590-5071

Page 1 of 8
 Date: 13 November 1996
 Permit No. 5-96-124

COASTAL DEVELOPMENT PERMIT

On 12 September 1996, the California Coastal Commission granted to City of Long Beach this permit subject to the attached Standard and Special conditions, for development consisting of

Construct a downtown commercial harbor in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch in order to create a 6.4 acre habitat mitigation area, transport approximately 109,000 cubic yards of excavated sand to 8th Place Beach area for beach replenishment, [and dispose of approximately 325,000 cubic yards of dredged materials at the LA-2 offshore disposal site (see Consistency Certification No. CC-98-96)].

more specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at 200 W. Shoreline Drive (Shoreline Park), 199 S. Golden Shore (Golden Shore boat launch), and public beach between 1st Place and 15th Place (beach replenishment), City of Long Beach.

Issued on behalf of the California Coastal Commission by

PETER DOUGLAS
 Executive Director

By: 

Title: Coastal Program Analyst

ACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance. . . of any permit. . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date

Signature of Permittee

COASTAL DEVELOPMENT PERMIT

Page 2 of 8
Permit No. 5-96-124

STANDARD CONDITIONS:

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Regional Bicycle Route

Pursuant to the July 11, 1996 letter signed by Robert Paternoster, Director of the Queensway Bay Project, and addressed to Charles Posner, Coastal Program Analyst, the Commission's Long Beach office:

- a) During the construction phase of the proposed project, the City shall provide and maintain a temporary bicycle route connecting the existing Los Angeles River bicycle path to the existing beach bicycle path. The temporary bicycle route shall maintain regional bicycle circulation through the Downtown Shoreline area by generally following the route described in the July 11, 1996 letter.

COASTAL DEVELOPMENT PERMIT

Page 3 of 8
Permit No. 5-96-124

- b) Prior to the closing or demolition of any portion of the existing regional bicycle route, a replacement bicycle route shall be constructed and opened in order to maintain the connection between the Los Angeles River bicycle path and the beach bicycle path.
- c) Prior to the removal of the temporary bicycle route, the City shall construct, open and maintain the proposed permanent regional bicycle route which connects the Los Angeles River bicycle path to the beach bicycle path as shown on Exhibit #11 of this report.

2. Public Restrooms

The City shall provide public restroom facilities in Riverfront Park. Either temporary or permanent restroom facilities shall be available for public use when Riverfront Park officially opens, and thereafter. The City shall install permanent restroom facilities in Riverfront Park within one year of the official opening the park to the public, or within such additional time as may be granted by the Executive Director for good cause. The permanent restroom facilities will require a Coastal Development Permit or a permit amendment approved by the Commission.

3. Parking Meters

Any parking meters installed on public parking spaces in Riverfront Park shall allow ninety minutes of parking when the maximum amount of coins are deposited. In addition, the users of such public parking spaces shall be permitted to use the metered parking spaces for at least four hours (if the required amount of coins are added) before being required to vacate the parking space.

4. Public Access

The City shall provide and maintain unobstructed public access to and along the Pine Avenue Pier, the Queensway Bay Harbor esplanade, and the plaza areas in front of and adjacent to the aquarium structure free of charge for the life of the development approved herein. Public access to the Pine Avenue Pier may only be interrupted for special events with a duration of six hours or less, or by special events permitted by a subsequent Coastal Development Permit. Public access may also be interrupted subject to those temporary safety limitations necessitated by unsafe conditions resulting from waves, extreme weather or required maintenance activities.

5. Public Boat Docks

The City shall provide and maintain a minimum of 200 linear feet of docking area within the Queensway Bay Harbor which shall be reserved for short-term public docking which shall be available for free or at rates comparable to automobile parking. Short-term shall be defined as any term between one hour and six hours. This public docking area shall not be leased or reserved by any individual, business or organization. Additional short-term and/or long-term public docking areas over and

COASTAL DEVELOPMENT PERMIT

Page 4 of 8
Permit No. 5-96-124

above this minimum requirement may be provided. All public docking areas shall be identified with signage which clearly communicates the availability and limitations of the public docking facilities.

6. Future Uses and Improvements

This approval is limited to the uses and development specifically described in the project description and related findings contained in Coastal Development Permit 5-96-124. Any additional development, including intensification of use such as the lease of docks areas, esplanade areas, park areas, or the commercial use of docks by party boats or cruise ships, will require an amendment to the permit or a new Coastal Development Permit.

7. Leases to Private Operators

The lease of any area subject to the terms and conditions of Coastal Development Permit 5-96-124 to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permit 5-96-124. In addition, such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained herein.

8. Chemical Management Plan

Prior to the issuance of the Coastal Development Permit, the City shall submit a Chemical Management Plan for the review and approval of the Executive Director. The purpose of the Chemical Management Plan shall be to address how the City will construct and operate the Queensway Bay Harbor in a manner that protects water quality from pollutants, typically associated with commercial harbors, such as boat cleaning chemicals, pesticides, fuels and oil. The Chemical Management Plan shall identify the equipment and structures that will be installed at the harbor to assist users in preventing any discharge of pollutants into the harbor. The Chemical Management Plan shall be in compliance with the standards and regulations of the California Regional Water Quality Control Board, the United States Environmental Protection Agency (EPA), and all other applicable local, state and federal regulations. The Executive Director will approve the Chemical Management Plan if it contains the following minimum elements:

- a. Harbor users shall be prohibited from discharging pollutants, including pesticides, varnishes, paints, sewage, cleaners, fuel, etc. into the harbor.
- b. The City will install the equipment necessary to prevent or reduce any discharge of pollutants into the harbor, including the equipment for the proper disposal of pollutants in compliance with all local, state and federal regulations.

The approved Chemical Management Plan shall be prominently posted near all docks and shall be explicitly incorporated into all leases to private

COASTAL DEVELOPMENT PERMIT

Page 5 of 8
Permit No. 5-96-124

operators within the harbor. The Queensway Bay Harbor shall be constructed and operated consistent with the plan approved by the Executive Director. Should the City need to revise the plan, the proposed revisions shall be submitted to the Executive Director in order to determine if the proposed changes shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

9. Public Boat Launch

Within two years of the demolition of the Golden Shore public boat launch, the City shall construct and open to the public a new boat launch of not less than two launching lanes and 60 parking spaces for autos with boat trailers within the Queensway Bay area.

10. Golden Shore Public Parking

The City shall retain a minimum of thirteen (13) existing public metered parking spaces in the existing public parking lot located near the entrance of the recreational vehicle park and the Golden Shore public boat launch (See Exhibit #15).

11. Habitat Mitigation Project

- a) The City shall construct, monitor and maintain the proposed habitat mitigation project consistent with the standards contained in the "Planting Plan, August 1996" and the "Monitoring Plan, August 1996" prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc.
- b) The implementation of the grading and planting plans (Exhibit #15) for the proposed habitat mitigation project shall commence prior to or simultaneous with the commencement of the proposed dredging of Shoreline Lagoon. Once the grading has commenced for the habitat mitigation project, the construction and planting of the habitat mitigation site shall proceed continuously until it is completed in conformance with the approved plan.
- c) The five-year monitoring period proposed by the "Monitoring Plan, August 1996," prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc., shall commence upon completion of the first planting of the project site. The City shall notify the Executive Director upon completion of the first planting of the project site.
- d) Upon completion of the first year of the monitoring period, and annually thereafter, the City shall submit to the Executive Director a report which documents the implementation of the planting and monitoring plans and which documents the status of the habitat mitigation project in relation to the performance standards contained in those plans.

COASTAL DEVELOPMENT PERMIT

Page 6 of 8
Permit No. 5-96-124

- e) Any additional work or modifications to the habitat mitigation project which are necessary to meet the performance standards contained in the planting and monitoring plans shall be submitted to the Executive Director. Any change in the approved habitat mitigation project shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.
- f) The City shall be responsible for the ongoing maintenance of the habitat mitigation project and site. The required maintenance shall include regular cleaning and trash pick-up.

12. Siltation Control

Prior to the issuance of the Coastal Development Permit, the City shall submit, for the review and approval of the Executive Director, an erosion control and siltation prevention plan which controls erosion from the upland portions of the construction sites, and prevents silt from the upland portions of the construction sites from entering coastal waters during the construction of the proposed harbor and habitat mitigation project. The plan shall conform to the standards of the California Regional Water Quality Control Board and the U.S. Army Corps of Engineers. The approved plan shall be implemented during construction of the proposed project.

13. Turbidity Control

The City shall minimize negative impacts on the marine environment by using silt curtains, sand bags, or other forms of barriers during construction of the proposed harbor and habitat mitigation project to confine turbid water to the immediate areas of all dredging, excavation and deposition.

14. Suitability of Materials for Beach Replenishment

Prior to the issuance of the Coastal Development Permit, the City shall submit a written agreement, subject to the review and approval of the Executive Director, to provide a qualified expert at the sand source site to inspect and monitor all material proposed to be deposited at the approved deposition site. The inspector shall determine the geotechnical suitability of all such material using the sediment compatibility criteria contained in the Dredged Material and Sand Testing Program - Queensway Bay Downtown Harbor Facilities, City of Long Beach, by Kinnetic Laboratories, Inc. & ToxScan, Inc., June 19, 1996. Only material deemed "compatible" by the qualified expert pursuant to the criteria contained in the above-stated document may be deposited at the approved deposition site. All contracts involving the subject project shall include the above stated condition of approval.

COPIES OF THIS PERMIT
ARE ON FILE IN THE
CITY OF LONG BEACH

COASTAL DEVELOPMENT PERMIT

Page 7 of 8
Permit No. 5-96-124

15. Beach and Recreational Facility Closures

During the proposed beach replenishment project, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours on weekends. On weekdays, beach area closures shall be minimized and limited to areas immediately involved in transportation and deposition. On all days, except for the portions of the beach where transportation and deposition is occurring, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours. On all days, the beach bicycle path shall remain open and available for public use during the normal operating hours.

16. Timing of Beach Replenishment Project

In order to reduce impacts on the grunion and the California least tern during the grunion breeding runs and the least terns' nesting and foraging season, no beach replenishment shall occur during the period commencing March 15 and ending September 1. However, limited beach replenishment activities may occur between March 15 and May 16 if the City submits, for the review and approval of the Executive Director, a mitigation program approved by the California Department of Fish and Game which insures that no adverse impacts will occur during grunion breeding or to least tern foraging areas.

17. Conformance with the Requirements of the Resource Agencies

The City shall comply with all permit requirements and mitigation measures of the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project which are required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

18. Foundation Design

Prior to the issuance of the Coastal Development Permit, the City shall submit for review and approval by the Executive Director, final plans for the proposed harbor and habitat mitigation site which have been reviewed and approved for structural soundness and safety by a qualified engineer. The submitted plans must be in substantial conformance with the plans approved by the Commission and must contain the foundation design recommendations contained in the Geotechnical Investigation Report for Queensway Bay Downtown Harbor by Advanced Earth Sciences, Inc., June 28, 1996. Any changes in the design of the proposed project which was approved by the Commission which may be required by the engineer shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations. The proposed harbor and habitat mitigation site shall be constructed in a manner consistent with the final approved plans.

COASTAL DEVELOPMENT PERMIT

Page 8 of 8
Permit No. 5-96-124

19. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that: (a) the site may be subject to extraordinary hazard from storms, waves and erosion; and (b) the City hereby waives any future claims of liability against the Commission or its successors in interest for damage from such hazards.

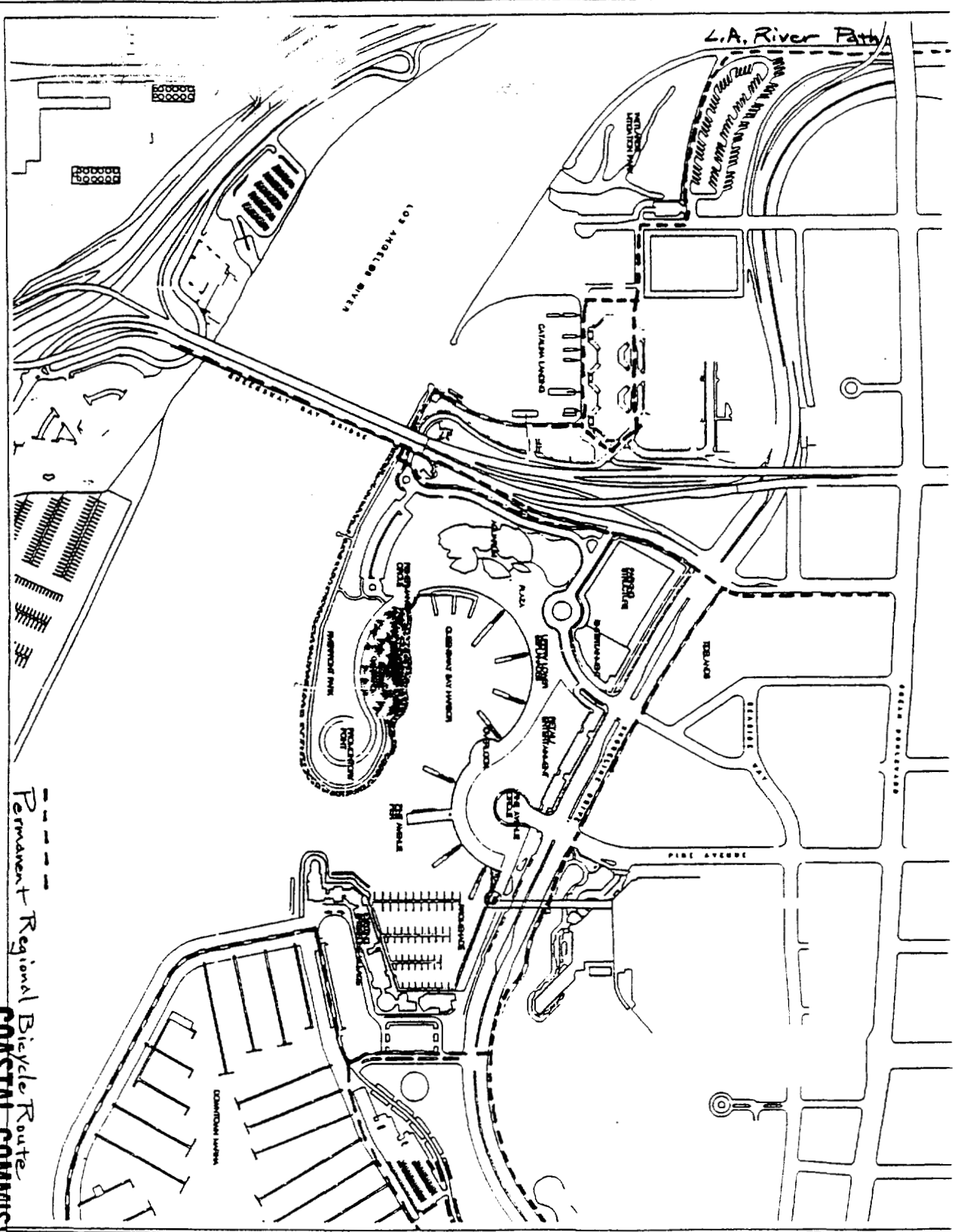
20. City Acceptance of Conditions

Prior to the issuance of the Coastal Development Permit, the City Council shall adopt and submit a resolution, subject to the review and approval of the Executive Director, agreeing to abide by all terms and conditions of Coastal Development Permit 5-96-124. The City and its representatives shall abide by all terms and conditions of Coastal Development Permit 5-96-124.

CP:b11

Attach Exhibit Nos. 11 & 15

7727F

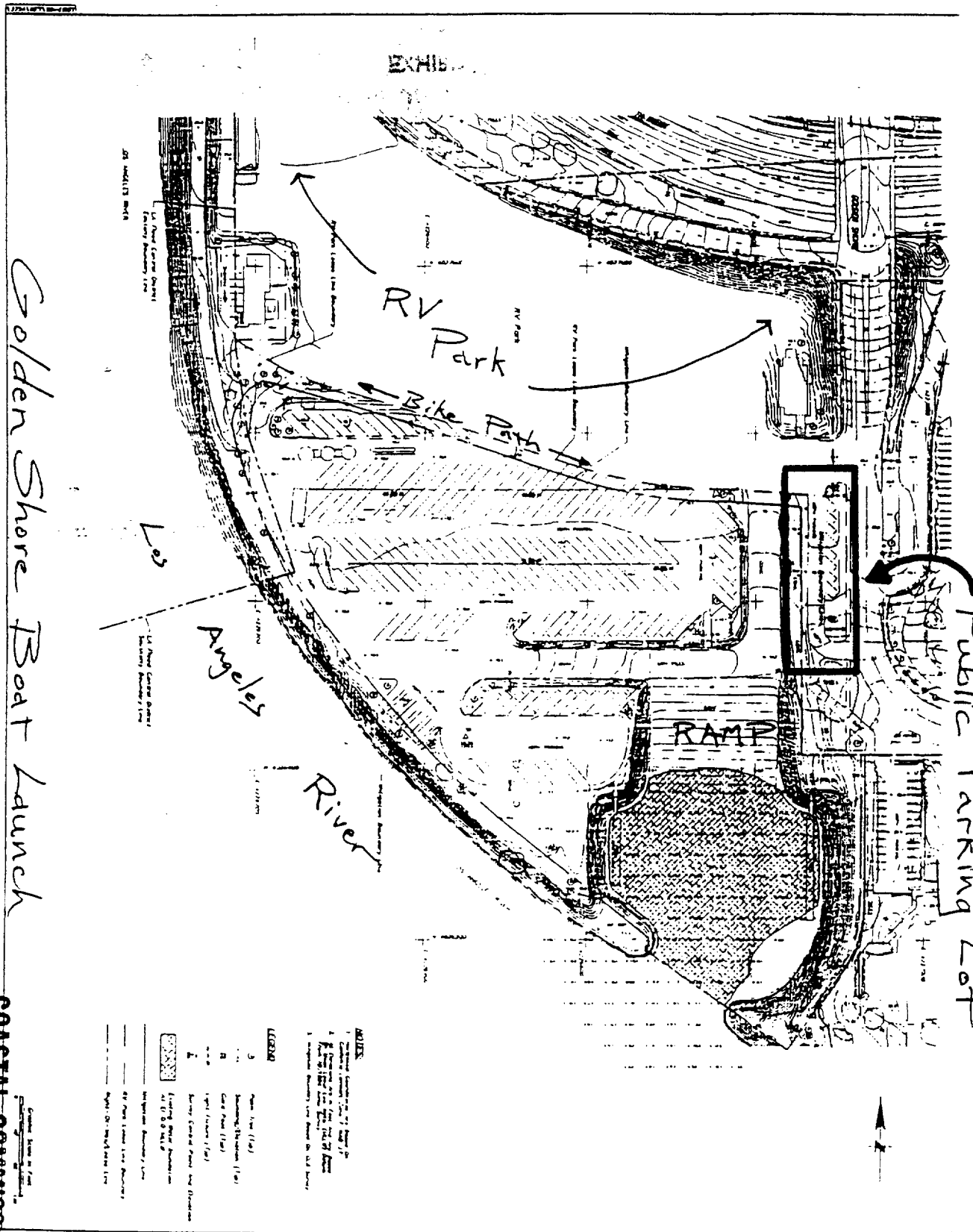


Final Regional Bicycle Route

Permanent Regional Bicycle Route

COASTAL COMMISSION

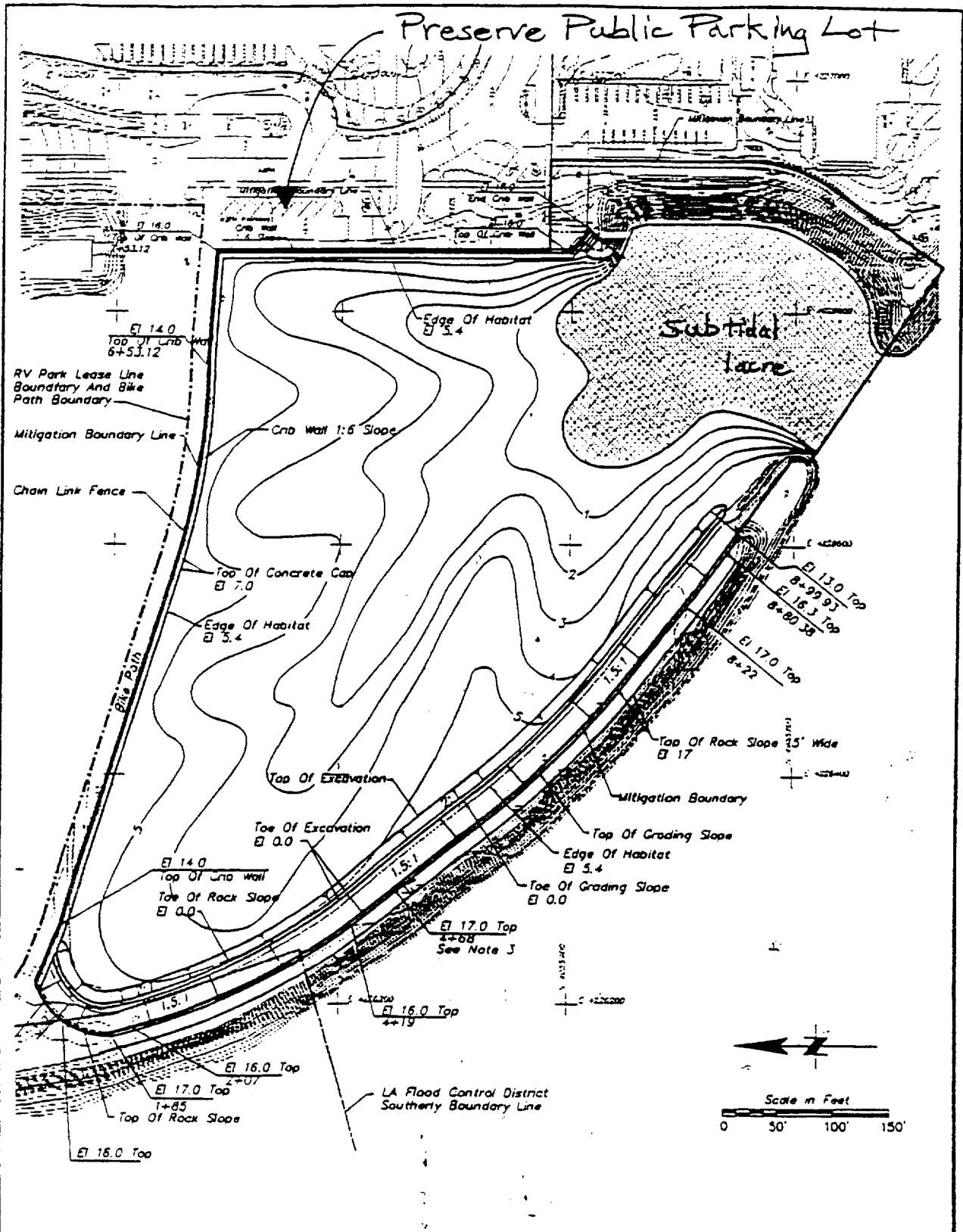
<p>MASTER SITE PLAN</p>	
<p>PROJECT NO. SK-4</p>	<p>DATE: 1988.03.08</p>
<p>SCALE: 1" = 40'</p>	<p>PROJECT: [illegible]</p>
<p>DESIGNED BY: [illegible]</p>	<p>CHECKED BY: [illegible]</p>
<p>APPROVED BY: [illegible]</p>	<p>DATE: [illegible]</p>



NO.	DESCRIPTION	DATE	BY
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2	PROPOSED		
3	REMOVED		
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Golden Shore Boat Launch
 Existing





COASTAL COMMISSION

LEGEND

- Wetland Water Inundation At El. 0.0 MLLW
- Datum MLLW = 0.0

EXHIBIT # 15
 PAGE 2 OF 3

FIGURE 1. PLAN VIEW OF PROPOSED GRADING PLAN FOR QUEENSWAY BAY MITIGATION SITE, LONG BEACH, CALIFORNIA

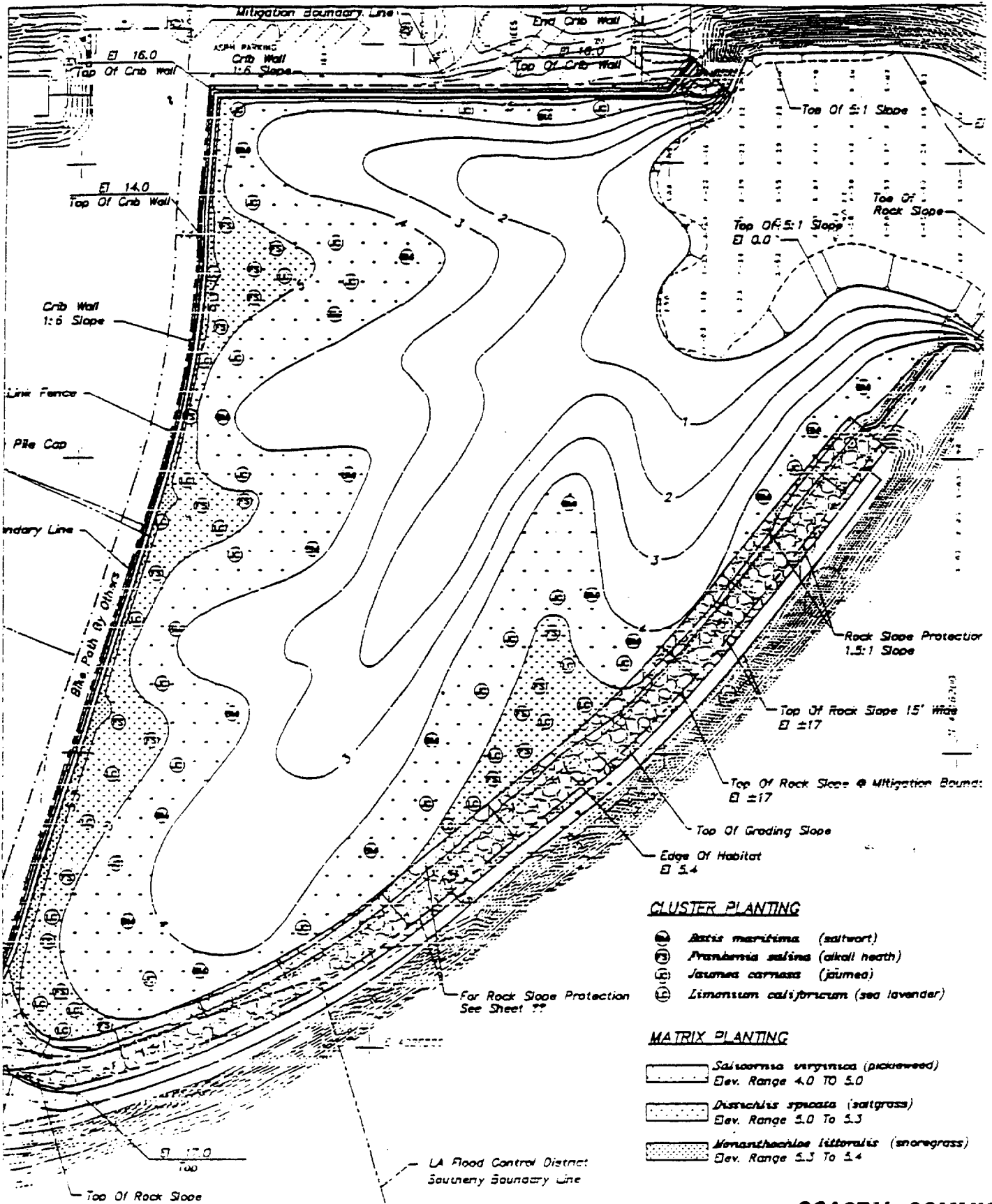


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

1 RESOLUTION NO. C-26100

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH ACCEPTING ALL TERMS AND
5 CONDITIONS OF CALIFORNIA COASTAL COMMISSION
6 COASTAL DEVELOPMENT PERMIT 5-96-124 ISSUED IN
7 CONNECTION WITH THE QUEENSWAY BAY PROJECT
8

9 WHEREAS, on September 12, 1996, the California Coastal
10 Commission granted to the City of Long Beach a Coastal Development
11 Permit to: construct a downtown commercial harbor in Shoreline Park
12 and Lagoon; to reconstruct and improve Shoreline Park; to demolish
13 the Golden Shore public boat launch in order to create a 6.4 acre
14 habitat mitigation area; to transport approximately 109,000 cubic
15 yards of excavated sand to the 8th Place Beach area for beach
16 replenishment; and to dispose of approximately 325,000 cubic yards
17 of dredged materials at the LA-2 offshore disposal site; and

18 WHEREAS, the aforementioned Coastal Development Permit is
19 subject to certain standard and special conditions for development,
20 which conditions are fully set forth in the Notice of Intent to
21 Issue Permit, a copy of which is attached hereto and incorporated
22 herein by this reference; and

23 WHEREAS, it is the City's intent to abide by all terms and
24 conditions of Coastal Development Permit 5-96-124;

25 NOW, THEREFORE, the City Council of the City of Long Beach
26 resolves as follows:

27 Section 1. That the City agrees to accept all terms and
28 conditions of Coastal Development Permit 5-96-124.

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

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Sec. 2. That the City Manager is hereby authorized and directed to execute an acknowledgment and acceptance of the terms and conditions contained in California Coastal Development Permit No. 5-96-124.

Sec. 3. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the vote adopting this resolution.

I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of October 8, 1996, by the following vote:

Ayes:	Councilmembers:	<u>Oropeza, Lowenthal, Drummond,</u>
		<u>Roosevelt, Topsy-Elvord,</u>
		<u>Donelon, Kellogg, Shultz.</u>
Noes:	Councilmembers:	<u>None.</u>
Absent:	Councilmembers:	<u>Robbins.</u>


City Clerk

MJM:vmh
10/2/96
s:\mais\cc-reso\Queens.pdf

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
1000 Ocean Gate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT****5-96-124-A2****page 1 of 2**

August 20, 1997

Permit Number 5-96-124 issued to City of Long Beach for:

construct a downtown commercial harbor (Rainbow Harbor) in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch to create a 6.4 acre habitat mitigation area.

at: 200 W. Shoreline Drive, (Shoreline Park & Rainbow Harbor), City of Long Beach, Los Angeles County has been amended to include the following change: amend previously approved Rainbow Harbor and Shoreline Park project to include minor revisions to the previously approved plans and construction of two public restrooms, concession building, three tensile structures, lighthouse, water feature, informational signs, and light standards.

This amendment will become effective upon return of a signed copy of this form to the Commission office. Please note that the original permit condition unaffected by this amendment are still effect.

PETER M. DOUGLAS
Executive Director

By: 
Title: Coastal Program Analyst

ACKNOWLEDGMENT

I have read and understand the above permit and agree to be bound by the conditions as amended of Coastal Development Permit 5-96-124.

Date: _____

Signature _____

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

5-96-124-A2

Page: 2

SPECIAL CONDITIONS:

No new special conditions are added to the permit by this amendment. However, the original special conditions of Coastal Development Permit 5-96-124 remain in full force and effect.

CP:

96-124-A2

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CALIFORNIA COASTAL COMMISSION

South Coast Area Office
 200 Oceangate, Suite 1000
 Long Beach, CA 90802-4302
 (562) 590-5071

Page: 1 of 4
 Date: July 22, 1998
 Permit No: 5-98-161

**COASTAL DEVELOPMENT PERMIT**

On **10 June 1998**, the California Coastal Commission granted to **City of Long Beach** Coastal Development Permit **5-98-161**, subject to the attached Standard and Special Conditions, for development consisting of: establishment of on-the-water commercial concessions to be provided by approximately forty vessels operating out of Rainbow Harbor. More specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at Rainbow Harbor, Downtown Shoreline, City of Long Beach.

Issued on behalf of the California Coastal Commission on July 22, 1998.

PETER DOUGLAS
 Executive Director

By: 
 Title: Coastal Program Analyst

ACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance . . . of any permit . . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 CAL. ADMIN. CODE SECTION 13158(a).

 Date

 Signature of Permittee

Please sign and return one copy of this form to the Commission office at the above address.

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 2 of 4

STANDARD CONDITIONS

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Compliance.** All development must occur in strict compliance with the proposal set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. **Inspections.** The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.
6. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. **Public Boat Docks**

Prior to the issuance of the Coastal Development Permit, the City shall submit a plan which identifies at least 200 linear feet of docking area within Rainbow Harbor, which is reserved for short-term public docking as required by Coastal Development Permit 5-96-124. The public docking area shall not be leased or reserved by any individual, business or organization. The vessels which provide the commercial uses permitted by this permit (Coastal

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 3 of 4

Development Permit 5-98-161) shall not be permitted to use the public docking areas. All public docking areas shall be identified with signage which clearly communicates the availability, cost and time limits of the public docking facilities.

2. Public Parking

All parking spaces within the Shoreline Park parking lot shall be reserved for the use of the general public and shall be available for use on a first-come, first-served basis. There shall be no reserved parking spaces or exclusive use of the parking spaces within the Shoreline Park public parking lot by any person or group other than the general public (handicapped spaces excluded).

3. Temporary Trailer

A 440 square foot trailer may be placed in the Shoreline Park public parking lot on a temporary basis for the administration of fishing and diving boat expeditions operating at Pierpoint Landing in Rainbow Harbor. The trailer must be removed from the Downtown Shoreline area prior to September 15, 1998. The Executive Director may grant an extension to the September 15, 1998 deadline for good cause.

4. Shoreline Park and Rainbow Esplanade

The commercial uses and associated activities permitted by this permit (Coastal Development Permit 5-98-161) shall not interfere with public use or access to Shoreline Park and the Rainbow Esplanade. The park and esplanade areas shall be kept free of any barriers which could impede public access through the area, or impede public use of the area.

5. Leases to Private Operators

The lease of any dock area in Rainbow Harbor to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permits 5-96-124 and 5-98-161. Such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained in Coastal Development Permits 5-96-124 and 5-98-161.

6. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that: (a) the site may be subject to extraordinary hazard from storm waves, floods, and earthquake induced liquefaction; and (b) the City hereby waives

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 4 of 4

any future claims of liability against the Commission its successors in interest
for damage from such hazards.

CP:bl

98161per.doc.

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