

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney EY
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

PERMIT

P - 00020

Pursuant to the provisions of Section 16.08.920 of the Long Beach Municipal Code and a minute order adopted by the City Council of the City of Long Beach, at its June 10, 2014 meeting, the CITY OF LONG BEACH ("City") hereby grants permission to CHILDREN'S MARITIME FOUNDATION with a business address of 4676 Lakeview Avenue, Suite 211, Yorba Linda, CA 92886-2458 ("Permittee") to use and occupy portions of the commercial dock, the slips and end ties in the Rainbow Harbor and Rainbow Marina as determined by the Marine Bureau of the City's Department of Parks, Recreation and Marine ("Permit Area").

1. PERMIT AREA:

The Permit Area shall be that area shown in Exhibit "A". The Permit Area shall be subject to change at the discretion of the Manager of the Marine Bureau of the Department of Parks, Recreation and Marine or his or her designee ("Manager of the Marine Bureau") on thirty days written notice, or in accordance with Rainbow Harbor and Long Beach Marina Rules and Regulations.

2. USES:

Permittee warrants that it will keep its vessel(s) in use for the uses described below on a near continuous basis during business hours agreed between the Permittee and the City Manager or his or her designee ("Manager").

A. The Permit Area and the improvements thereof shall be used for the purpose of providing publicly chartered educational and historic interpretation trips, tours, and camps originating from Rainbow Harbor.

B. No use not specifically permitted by this section shall be allowed without the written permission of the Manager.

C. Permittee shall not be in breach of this warranty if the Permit Area fails to be in continuous use no more than forty-five (45) days in a calendar year, no more than thirty (30) of which shall be consecutive without the permission of

1 the Manager of the Marine Bureau.

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

5 2.1. Delivery and Loading:

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

10 2.1.1. Delivery and Loading Hours:

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

15 2.2. Rainbow Harbor and Marina Rules and Regulations:

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

19 2.3. Customer Satisfaction:

20 Permittee shall make available customer satisfaction evaluation
21 surveys to all customers.

22 3. SAFETY AND EQUIPMENT:

23 Permittee must provide all safety equipment determined to be necessary for
24 the safe operation of all personal vessels or equipment furnished for public use by
25 Permittee. Permittee shall meet before April 30th of each year, with the City's Chief
26 Lifeguard and Manager of Marinas and Beaches or other designees to review emergency
27 water safety requirements and instructions to be given to the public for operation of
28 Permittee's equipment, said Lifeguard being authorized to determine any necessary

1 safety equipment, and the circumstances attaching to its requirement or use. The
2 Permittee must initially submit to the City's Chief Lifeguard or his designee and to the
3 Manager, and thereafter before March 1st of each year, a list of Permittee's equipment
4 held for rental to the public.

5 4. WAIVER FORM:

6 Permittee is required to have customers complete and sign a waiver before
7 participating/renting equipment. The form used by Permittee is subject to review and
8 approval by the City's Risk Manager and the City Attorney.

9 5. TERM:

10 The term of this Permit shall commence at 12:01 a.m. on July 1, 2014 and
11 shall terminate at midnight on June 30, 2019. Notwithstanding the foregoing, either party
12 may terminate this Permit at any time for any or no reason upon ninety (90) days' written
13 notice to the other party. Upon termination of this Permit (whether by lapse of time or
14 otherwise), Permittee shall quit and surrender possession of the Permit Area and remove
15 its personal property therefrom. The term of this permit may be extended beyond June
16 30, 2019, for one (1) period of (2) two years at the discretion of the City Manager or his
17 designee.

18 6. COMPENSATION:

19 6.1. Dock Fee:

20 The Dock Fee for the use of the Permit Area shall accrue monthly in the
21 amount of sixteen dollars and sixty-five cents (\$16.65) per lineal foot, per month, or other
22 fee adopted by the City Council of the City of Long Beach. The Dock Fee shall accrue for
23 each month the dock is occupied and/or reserved by Permittee for any time such
24 commercial dock space is so used. Permittee shall pay the Dock Fee annually to the City
25 in arrears on or before the 15th of June of each year during the term of this Permit.
26 Permittee shall not have any right of abatement, deduction, set off, prior notice, or
27 demand. Dock fees may be offset by in-kind services as described in paragraph 6.2.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6.2. In-Kind Services Report:

Permittee shall provide City with an annual valuation report of the community services provided by Permittee's use of the Permit Area. The report shall be submitted to the City by June 15th of each year. The value provided may be deducted only from the Dock Fees owed at the time the report is submitted. Any excess value may not accrue to future years and may not be applied to the Permit Fee. Any remaining Dock Fees shall be immediately due to City.

6.3. Permit Fee:

A. Permittee shall pay to the City percentage fees in the amount of five percent (5%) of Permittee's annual "gross receipts" (as that term is defined in subparagraph 6.5 below) derived from Permittee's Long Beach Operations or an annual minimum of Five Thousand Dollars (\$5,000.00), whichever is greater.

B. The annual minimum shall be paid on a monthly basis. The annual minimum amount shall be adjusted on an annual basis, based on the March Consumer Price Index ("CPI").

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

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

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6.3. Charges for Late Payments:

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

B. If Permit Fee payment is not received on the twentieth (20th) day following the preceding month, a late fee shall be assessed. The late fee shall be 5% or \$50, whichever is greater.

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

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

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

6.4. Gross Receipts:

"Gross receipts" as used herein shall include the following:

A. The gross selling price of all rentals/charities and equipment associated with such or other charges for the use of or passage aboard any Permittee authorized vessel that docks or ties up at the Permit Area.

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

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

7 D. Gross receipts shall not include, or if included shall be
8 deducted (but only to the extent they have been included), any sales and use
9 taxes, transportation taxes, excise taxes, franchise taxes, and other similar taxes
10 now or in the future imposed on the sale of tickets, food, beverages, merchandise,
11 or services, but only if such taxes are added to the selling price, separately stated,
12 collected separately from the selling price and collected from customers.

13 E. Gross receipts shall be reported for the month
14 received.

15 6.5. Statement of Gross Receipts:

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

18 Department of Parks, Recreation and Marine
19 2760 N. Studebaker Road
20 Long Beach, CA 90815-1697
21 Attention: Contract Management

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

26 B. Permittee shall within thirty (30) days of each calendar
27 year deliver to the City, at the address set forth in subparagraph 6.5.A. above, a
28 statement showing gross receipts of the preceding calendar year or partial

1 calendar year. Such statement shall be prepared and delivered to City in
2 accordance with generally accepted accounting practices containing a statement
3 of gross receipts and a computation of percentage of gross receipts.

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

6 7. FEES AND CHARGES:

7 All fees and charges associated with the permitted concessions, operations
8 and activities and any changes to fee schedules shall be subject to the prior written
9 approval of the Manager.

10 8. AUDIT:

11 The City shall be entitled during the initial term or any extension thereof and
12 within three (3) years after the expiration or termination of this Permit to inspect, examine,
13 and audit all Permittee's books of account, records, cash receipts, and other pertinent
14 data so City can ascertain Permittee's gross receipts. Permittee shall cooperate fully with
15 City in making any such inspection, examination, and audit. The inspection, examination,
16 or audit shall be conducted during usual business hours. If an audit shows that there is a
17 deficiency in the payment of any sum due the City, the deficiency shall become
18 immediately due and payable. The costs of the audit shall be paid by the City unless the
19 audit shows that Permittee understated gross receipts by more than three percent (3%),
20 in which case Permittee shall pay all City's costs of the audit. If it is determined by an
21 audit that there is an overpayment of percentage fees, a refund shall become due from
22 the City.

23 9. BOOKS OF ACCOUNT AND RECORDS:

24 A. Permittee shall keep, within the City of Long Beach, complete and
25 accurate books of account, records, cash receipts, and other pertinent data
26 showing all gross receipts, all in accordance with generally accepted accounting
27 principles.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

If Permittee chooses to record each sale on individual slips, the sales slips (including those canceled, voided, or not used) will be retained in numerical sequence for three (3) years.

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

Department of Parks, Recreation and Marine
2760 N. Studebaker Road
Long Beach, CA 90815-1697
Attention: Accounting Section

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

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Daily cash register summary tapes and sealed, continuous cash register tapes or prenumbered sales slips or computer transaction receipts on transaction summary reports;
2. A single, separate bank account into which all receipts of business or other revenue from operations on or from the Permit Area are deposited;
3. All bank statements detailing transactions in or through any business bank account;
4. Daily or weekly sales capitulations;
5. A general ledger or a summary record of all cash receipts and disbursements from operations on or from the Permit Area;
6. Copies of all tax returns filed with any governmental authority that reflect in any manner sales, income, or revenue generated in or from the Permitted Area, including, but not limited to, federal income tax returns and state sales or use tax returns;
7. Other records or accounts that City may reasonably require in order to ascertain, document, or substantiate gross receipts.

E. Permittee shall keep within the City of Long Beach all of the books, records, and other documents in the manner recited in this paragraph, and will make said books, records and documents available for inspection, examination, or audit by City or City's designated representative upon giving Permittee ten (10) days' prior notice of City's intention to exercise its rights under this paragraph. In connection with an examination of audit, City will have the right to inspect the records of sales from any other store operated by Permittee, but only if the examination is reasonably necessary to ascertain gross sales from the Permit Area. If upon inspection or examination of Permittee's available books and records of account, City determines that Permittee has failed to maintain, preserve, or retain the documents, books, and records that this Permit requires

1 Permittee to maintain in the manner set forth in this paragraph, City will give the
2 Permittee sixty (60) days to cure the deficiencies. Further, if Permittee is found to
3 be deficient in maintaining any documents, books, or records, Permittee will
4 reimburse City for all reasonable expenses incurred by City in determining the
5 deficiencies, including without limitation any audit or examination fees.

6 F. The receipt by City of any statement or any payment of
7 compensation for any period shall not bind City as to the correctness of the
8 statement or payment.

9 10. STANDARDS OF SERVICE:

10 Permittee shall conduct business in a manner acceptable to the City and
11 shall have a sufficient number of employees necessary to furnish the best service
12 possible. All personnel used in serving the public shall be clean, neat and orderly in
13 appearance, and shall be uniformed and/or identified in a manner acceptable to the
14 Manager.

15 The Manager shall have the right to approve the level of service rendered
16 and to order such service improved, discontinued or remedied. If the quality of service or
17 equipment supplied or the cleanliness of concession is not at a level satisfactory to the
18 Manager or does not adequately meet the needs of the public, or if Permittee violates any
19 of the terms of conditions of this permit, then the Manager shall have the right to revoke
20 this Permit by giving prior notice of revocation to Permittee.

21 11. ATTENTION:

22 Permittee shall devote time and attention to the concession and shall
23 promote, increase and develop the concession and render every possible service and
24 convenience to the public or shall appoint a manager to do so who shall remain subject to
25 the direction of control of Permittee. Any manager appointed by Permittee shall have full
26 authority for the concession or portion under his/her control. Permittee shall employ
27 individuals skilled in management of businesses similar to the concession and Permittee
28 shall encourage his manager to utilize sound business methods.

1 12. CONTROL OF PREMISES:

2 If necessary for the health, welfare or safety of the public, or as a result of
3 the revocation of this Permit, the City shall have the right to enter the concession and
4 immediately take possession of it and remove, relocate, or use Permittee's items at
5 Permittee's full cost and expense.

6 13. LAWS AND ORDINANCES:

7 Permittee shall comply with all applicable municipal, state and federal laws,
8 rules, regulations, and ordinances and the directives or instructions of the Manager
9 relating to the concession. Failure to do so may result in the immediate revocation of this
10 Permit. Permittee shall obtain and display, as required, all other permits or licenses.

11 14. IMPROVEMENTS:

12 Permittee shall not install, erect, or construct any building, improvement, or
13 structure on the Permit Area nor alter the same without the prior written approval of the
14 Manager. In the event Permittee, with the prior written approval of the Manager, makes
15 any improvement to the structures within the Permit Area, title to any such improvement
16 shall vest in the City.

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

19 15. ADVERTISING SIGNS:

20 Permittee, at its cost, may place or erect and maintain signs on the Permit
21 Area, provided that Permittee obtains prior written approval from the Manager Marine
22 Bureau. Further, Permittee's sign shall be in compliance with City's sign ordinance and
23 conditions of the Department of Parks, Recreation and Marine.

24 16. UTILITIES:

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

1 for additional services through the Manager of the Marine Bureau.

2 17. TRASH REMOVAL AND DISPOSAL:

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

9 18. MAINTENANCE AND REPAIR:

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

22 19. DAMAGE OR DESTRUCTION OF IMPROVEMENTS:

23 19.1. Responsibility for Repair:

24 If any dock or improvement at any time on the Permit Area shall be
25 damaged or destroyed by any cause whatsoever during the Permit term, Permittee
26 shall, with reasonable promptness, report the damage to the City. The City shall
27 have responsibility to make repairs to replace the same, to at least the condition
28 existing immediately prior to such damage or destruction. The Permittee shall be

1 responsible for reimbursing the City for the pro rata share of expenses incurred to
2 repair or replace the damage or destruction to the Permit Area to the extent
3 contributed to by the act or omission of Permittee, its employees or agents.
4 Permittee shall be responsible for reimbursing the City even though the proceeds
5 of any insurance policies covering the loss ("Insurance Proceeds") shall be
6 insufficient to reimburse Permittee therefore; provided, however, that if such
7 proceeds of insurance are more than sufficient to pay the cost of any such
8 rebuilding, Permittee shall be entitled to receive any surplus. City at its discretion
9 may authorize Permittee to make repairs to replace the same to at least the
10 condition existing immediately prior to such damage or destruction. Such
11 authorization shall be in writing.

12 19.2. Insurance Proceeds:

13 Insurance Proceeds shall be held by an Insurance Trustee mutually
14 agreed to by the parties, but shall be paid to the Permittee or as Permittee may
15 direct from time to time as the restoration of the Permit Area progresses, to pay or
16 reimburse City for the cost of such restoration upon the written request of City
17 accompanied by evidence satisfactory to the Insurance Trustee that:

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

20 B. That the net Insurance Proceeds not yet advanced will
21 be sufficient for the completion of the restoration.

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

28 1. The restoration of the Permit Area has been

1 completed;

2 2. The cost thereof has been paid in full; and

3 3. There are no mechanic's or similar liens for
4 labor or materials supplied in connection therewith, the balance, if any, of such
5 Insurance Proceeds shall be paid to Permittee or as the Permittee may direct.

6 19.3. Procedure for Restoration of Improvements:

7 Following damage to all or any portion of the Permit Area, Permittee
8 shall reimburse the City for restoration of the Permit Area and/or the improvements
9 thereon, whether or not insurance proceeds are sufficient to do so.

10 19.4. No Termination:

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

22 20. INSURANCE:

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

1 A. Commercial General Liability insurance (equivalent in coverage
2 scope to ISO form CG 00 01 11 85 or 11 88) in an amount not less than One
3 Million Dollars (\$1,000,000) combined single limit per occurrence and covering the
4 Permittee's operations under or in connection with this Permit. If the policy
5 contains a general aggregate, the general aggregate shall be in an amount not
6 less than Two Million Dollars (\$2,000,000). Such insurance shall include, as may
7 be applicable to Permittee's operations under or in connection with this Permit,
8 broad form contractual liability, products and completed operations liability and
9 liquor liability. The City of Long Beach, its officials, employees and agents shall be
10 added as additional insureds by endorsement (equivalent in coverage scope to
11 ISO form CG 20 26 11 85). This insurance shall contain no special limitations on
12 the scope of protection afforded to the City, its officials, employees and agents,
13 and shall provide cross-liability protection.

14 B. Protection and Indemnity including, as may be applicable to
15 Permittee's operations under or in connection with this Permit, injury to
16 passengers, damage to piers, docks and pilings and property on piers and docks,
17 wreck removal, and collision liability in an amount not less than One Million Dollars
18 (\$1,000,000) per occurrence for each vessel operating under this Permit. If the
19 policy contains a general aggregate, the general aggregate shall be in an amount
20 not less than Two Million Dollars (\$2,000,000). The City of Long Beach, its
21 officials, employees and agents shall be added as additional insureds by
22 endorsement. This insurance shall contain no special limitations on the scope of
23 protection afforded to the City, its officials, employees, and agents, and shall
24 provide cross-liability protection.

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

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

5 Each insurance policy shall be endorsed to state that coverage shall not be
6 suspended, voided, materially changed, or canceled by either party except after thirty
7 (30) days prior written notice to City, and shall be primary to City. Any insurance or self-
8 insurance maintained by City shall be excess to and shall not contribute to insurance or
9 self-insurance maintained by Permittee.

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

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

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

28 ///

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

3 21. INDEMNIFICATION:

4 21.1. General Indemnity:

5 Permittee shall defend and indemnify the City of Long Beach and its
6 officers and employees while acting within the scope of their duties from and
7 against any and all actions, suits, proceedings, claims and demands, costs
8 (including attorneys' fees and court costs), expense and liability of any kind or
9 nature whatsoever ("claims") for injury to or death of persons or damage to
10 property (including property owned by or under the control of the City) which may
11 be brought, made, filed against, imposed upon or sustained by the City, its officers
12 or employees based upon or arising out of:

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

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

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

24 This indemnity shall not include claims based upon or arising out of
25 the sole negligence, gross negligence, or willful misconduct of the City, its officers
26 and employees. Further, this indemnity shall not require payment of a claim by the
27 City or its officers or employees as a condition precedent to the recovery under the
28 same.

1 This indemnification provision supplements and in no way limits the
2 scope of the indemnifications set out in subparagraph 21.2 below. The indemnity
3 obligation of Permittee under this paragraph shall survive the expiration or
4 termination, for any reason, of this Permit.

5 21.2. Environmental Release and Indemnification:

6 Permittee hereby agrees to hold harmless, defend and indemnify the
7 City and its employees, members and officials from and against all liability, loss,
8 damage, costs, penalties, fines and/or expenses (including attorneys' fees and
9 court costs) arising out of or in any way connected with or the activities, acts or
10 omissions of Permittee, its permittees, employees, contractors or agents on or
11 affecting the Permit Area without regard to fault or negligence including but not
12 limited to the release of any hazardous materials into the air, soil, groundwater or
13 surface water on, in, under or from the Permit Area whether such condition,
14 liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be
15 discovered before or after termination of this Permit. This indemnification
16 supplements and in no way limits the scope of the indemnification set forth in
17 paragraph 21.1. above.

18 In addition, Permittee waives, releases, acquits and forever
19 discharges City, its employees, members and officials or any other person acting
20 on behalf of City, of and from any and all claims, actions, causes of action,
21 demands, rights, damages, costs, expenses, or compensation (collectively
22 "claims") whatsoever (including, but not limited to, all claims at common law and/or
23 under any federal, state or local environmental, health and/or safety-related law,
24 rule, regulation or order, currently existing and as amended or enacted in the
25 future ("Environmental Law"), whether direct or indirect, known or unknown,
26 foreseen or unforeseen, which Permittee now has or may have or which may arise
27 in the future on account of or in any way growing out of or in connection with any
28 hazardous materials on, under from, or affecting the Permit Area, or any law or

1 regulation applicable thereto. Permittee acknowledges that it is familiar with
2 Section 1542 of the California Civil Code which reads: "A general release does not
3 extend to claims which the creditor does not know or suspect to exist in his favor
4 at the time of executing the release, which if known by him must have materially
5 affected his settlement with the debtor"; and hereby releases the Permittee from
6 any unknown claims and waives all rights it may have under Section 1542 of the
7 Civil Code or under any other statute or common law principle of similar effect.

8 21.2.1. Exclusions:

9 A. Contamination on, beneath, or abutting the
10 Permit Area which existed prior to the initial commencement date of the
11 Permit.

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

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

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

22 21.3. Definition:

23 "Hazardous material" means any substance:

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

27 B. Which is or becomes defined as a "hazardous waste,"
28 "hazardous substance," pollutant or contaminant under any federal, state or

1 local statute, regulation, rule or ordinance or amendments thereto including,
2 without limitation, the Comprehensive Environmental Response,
3 Compensation and Liability Act (42 U.S.C. section 9601 et seq.) and/or the
4 Resource Conservation and Recovery Act (42 U.S. C. Section 6901 et
5 seq.); or

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

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

15 E. The presence of which on adjacent properties could
16 constitute a trespass by Permittee; or polychlorinated bipheynols (PCBs),
17 asbestos or urea formaldehyde foam insulation.

18 22. FORCE MAJEURE:

19 City and Permittee shall not be deemed to be in default in the performance
20 of the terms, covenants or conditions of this Agreement if either party is prevented from
21 performing said terms, covenants or conditions by causes beyond its control, including,
22 without limitation, acts of God or the public enemy; failures due to nonperformance or
23 delay of performance by suppliers or contractors; any order, directive or other
24 interference by municipal, state, federal or other governmental official or agency; any
25 catastrophe resulting from the elements, flood, fire, explosion, or any other cause
26 reasonably beyond the control of a party, but excluding strikes or other labor disputes,
27 lockouts, work stoppages or financial inability.

28 ///

1 23. VESSELS:

2 Permittee agrees, with respect to its operation of charter services and its
3 use of the Permit Area, Permittee shall at all times comply with the Rainbow Harbor
4 Rules and Regulations of the City of Long Beach, including other conditions herein:

5 Permittee, at its cost, shall maintain each of its vessels in good, seaworthy
6 condition. At all times, if any condition is discovered affecting the safety of the vessel or
7 its seaworthiness, that vessel shall be immediately withdrawn from service and all
8 necessary repairs promptly commenced. Permittee's vessels shall be attractive in design
9 and shall at all times be maintained in a neat and clean condition free from deteriorations.
10 To maintain an attractive appearance at all times, Permittee, at its cost, shall cause its
11 vessels to have all gear stored and to be regularly painted. No rips, tears or missing
12 pieces or excessive fading shall be permitted.

13 24. LICENSE AND CERTIFICATION:

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

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

25 25. PARKING/TRAFFIC MANAGEMENT:

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

1 26. STORAGE ON DOCKS:

2 Storage of items on dock, except in dock boxes/containers approved by
3 City is prohibited.

4 27. ASSIGNMENT OR TRANSFER:

5 Permittee shall not assign or transfer this Permit nor shall any interest
6 herein be assignable or transferable by operation of law or by any process or
7 proceedings of any court or otherwise. Any attempted transfer or assignment shall be
8 void and confer no rights whatsoever upon a transferee or assignee.

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

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

23 28. HOLDING OVER:

24 This Permit shall terminate without any further notice as of the Permit
25 expiration date set forth in paragraph three above. Any holding over by Permittee after
26 the Permit expiration date shall not constitute a renewal or extension or give Permittee
27 any rights in or to the Permit Area except as expressly provided in this Permit. Any
28 holding over after the Permit expiration date with the consent of City shall be construed to

1 be a tenancy from month to month, at fees equal to the fees due for the last year of the
2 Permit term, and shall otherwise be on the terms and conditions herein specified.

3 29. INSPECTION:

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

11 30. GENERAL PROVISIONS:

12 30.1. Notices, Demands and Communication Between the Parties:

13 Written notices, demands, and communication between City and
14 Permittee shall be in writing and shall be sufficiently given if personally served or if
15 mailed by registered or certified mail, postage prepaid, return receipt requested
16 addressed as follows:

17 TO CITY: City Manager
18 13th Floor, City Hall
19 333 West Ocean Boulevard
20 Long Beach, California 90802

21 WITH A COPY TO: Attn: Contract Management Division
22 Department of Parks, Recreation and Marine
23 2760 N. Studebaker Road
24 Long Beach, California 90815-1697

25 TO PERMITTEE: CHILDREN'S MARITIME FOUNDATION
26 4676 Lakeview Avenue, Suite 211
27 Yorba Linda, CA 92886-2458

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

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

30.2. Conflict of Interest:

No member, official or employee of City shall have any personal interest, direct or indirect, in this Permit, nor shall any such member, official or employees participate in any decision relating to this Permit 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 become due to Permittee or successor or on any obligations under the terms of this Permit.

30.3. Defaults and Remedies:

30.3.1. Defaults – General:

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

30.3.2. Institution of Legal Actions:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

30.3.3. Applicable Law:

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

30.3.4. Service of Process:

In the event any legal action is commenced by Permittee against City, service of process on City shall be made by personal service upon the City Clerk of the City, or in such other manner as may be provided by law.

In the event that any legal action is commenced by City against Permittee, service of process on Permittee shall be made as provided by law and shall be valid whether made within or without the State of California.

30.3.5. Rights and Remedies Are Cumulative:

Except as otherwise expressly stated in this Permit, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

30.3.6. Inaction Not a Waiver of Default:

Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

30.3.7. Remedies:

In the event of a default by Permittee, which is not cured by

1 Permittee within the times specified in this Permit, City without further notice to
2 Permittee, may declare this Permit and/or Permittee's right of possession at an
3 end and may reenter the Permit Area by process of law, in which event, City shall
4 have the right to recover from Permittee:

5 30.3.7.1. The worth at the time of award of the
6 unpaid fees which has been earned at the time of termination, plus interest;

7 30.3.7.2. The worth at the time of award of the
8 amount by which the unpaid fees which would have been earned after termination
9 until the time of award exceeds the amount of such fee loss that Permittee proves
10 could have been reasonably avoided, plus interest;

11 30.3.7.3. The worth at the time of award of the
12 amount by which the unpaid fees for the balance of the term after the time of
13 award exceeds the amount of such fee loss for the same period the Permittee
14 proves could be reasonably avoided, plus interest thereon; and

15 30.3.7.4. The remedies of City as hereinabove
16 provided are cumulative to the other provisions of this Permit.

17 30.4. Enforced Delay: Extension of Time of Performance:

18 In addition to other provisions of this Permit, performance by either
19 party hereunder, shall not be deemed to be in default where delays or defaults are
20 unavoidable or performance is rendered impracticable, due to war; enemy action;
21 insurrection; civil disturbance, strikes; lock-outs; riots; floods; earthquakes; fires;
22 casualties; acts of God; acts of public enemy; epidemics; quarantine restrictions;
23 freight embargoes; lack of transportation; governmental restrictions or moratoria;
24 failure or inability to secure materials or labor by reason of regulations or order of
25 any governmental entity; litigation including eminent domain proceedings or
26 related legal proceedings, acts or failure to act of the other party; acts or failure to
27 act of any public or governmental agency or entity; and the time for such
28 performance shall be extended for a period equal in length to such delay(s).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

30.5. Partial Invalidity:

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

30.6. Right to Contest Laws:

Permittee shall have the right after notice to City to contest or to permit its subpermittees to contest by appropriate legal proceedings, without costs or expense to City, the validity of any law, ordinance, order, rule, regulation or requirement to be complied with by Permittee under this Permit and to postpone compliance with the same except such laws as may be adopted by City, provided such contest shall be promptly and diligently prosecuted at no expense to City as long as City shall not thereby suffer any civil penalties, sanction or be subjected to any criminal penalties or sanctions, and Permittee shall protect and save harmless City against any liability and claims for any such noncompliance or postponement of compliance.

30.7. Entire Agreement, Waivers and Amendments:

This Permit constitutes the entire understanding and agreement of the parties. This Permit integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations between the parties with respect to all or any part of the subject matter hereof.

30.8. Waivers:

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

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

30.9. Successors in Interest:

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

30.10. Nondiscrimination:

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

30.11. No Joint Venture or Partnership:

Nothing in this agreement shall be construed as creating either a partnership or joint venture between the parties hereto.

30.12. Jointly Drafted:

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

30.13. Municipal Powers:

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

30.14. No Mineral Rights:

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

30.15. No Relocation Benefits:

Permittee shall have no rights to relocation benefits mandated by the

1 laws of the State of California as to this Permit Area.

2 30.16. Americans with Disabilities Act:

3 Permittee shall have and be allocated the sole responsibility to
4 comply with the Americans with Disabilities Act ("ADA") as may be applicable with
5 respect to Permittee's operation and the Permittee shall indemnify and hold City
6 harmless from and against any claims of a violation of the ADA.

7 31. TAXES:

8 This Permit may create a possessory interest subject to property taxation
9 and Permittee may be liable for the payment of property taxes levied on such possessory
10 interest. Permittee shall pay or cause to be paid, prior to delinquency, all taxes,
11 assessments and other governmental and district charges that may be levied or
12 assessed for buildings, improvements or property located on the Permit Area and upon
13 possessory interests created by this Permit. Satisfactory evidence of such payments
14 shall be delivered by Permittee upon demand therefore.

15 32. COASTAL DEVELOPMENT PERMIT:

16 Permittee acknowledges that the California Coastal Commission requires
17 that any permit issued for operation within the Rainbow Harbor and Rainbow Marina area
18 shall be subject to the terms and conditions of Coastal Development Permit No. 5-96-
19 124, and Coastal Development Permit No. 5-98-161. The conditions of Coastal
20 Development Permit No. 5-96-124, and Coastal Development Permit No. 5-98-161 are
21 incorporated herein and attached as Exhibits B and C respectively:

22 Exhibit B - Coastal Development Permit No. 5-96-124

23 Exhibit C - Coastal Development Permit No. 5-98-161

24 33. FOURTH OF JULY:

25 Permittee recognizes that it is the responsibility of the City to maintain a
26 safe and secure environment for the public at all times. Annually, the Rainbow Harbor
27 and Rainbow Marina area experiences exceptional visitor and activity levels related to the
28 4th of July. To mitigate the impact to public safety and security, the City may limit

1 Rainbow Harbor and Rainbow Marina activity. Permittee agrees to be bound by
2 reasonable restrictions on its activities in or around the Permit Area on such day or day(s)
3 of 4th of July activities each year of the term of this Permit. Such restrictions may include
4 limitations on the hours businesses may operate including those of Permittee in the
5 Permit Area. Permittee waives any and all claim that it might ever have against City as a
6 result of any adverse impact on its operations or business as a result of City restrictions.

7 34. SPECIAL EVENTS:

8 Permittee recognizes that the area of the City in which Permittee will
9 operate this Permit is annually impacted by Special Events, including but not limited to
10 the running of the Long Beach Grand Prix, Sea Festival and boat shows. Permittee
11 waives any and all claim that it might ever have against City or the operators of said
12 Special Events, as a result of any adverse impact on its operations or business as a
13 result of said Special Events.

14 35. EMPLOYMENT COOPERATION:

15 Permittee acknowledges that the Queensway Bay Project, including Permittee's
16 operations under this Permit, is subject to the hiring requirements set forth in 24 C.F.R.
17 Section 570.209. Such requirements mandate that the Queensway Bay Project create
18 1,143 new jobs for low- or moderate-income persons (as defined in 24 C.F.R. Section
19 570.3) (hereinafter 'low-income hires'). Accordingly, Permittee agrees that it shall use
20 good faith efforts to create such low income hires, and shall report to the City of Long
21 Beach, on an annual basis, the name, position, date of hire and income level for all low-
22 income hires for its operations under this Permit. Permittee further agrees that all
23 permits, subpermits, concession agreements and licenses entered into by Permittee
24 regarding any portion of the permit area shall require that all subpermittees,
25 concessionaires and licensees comply with such requirements. In furtherance of these
26 requirements, Permittee agrees that it will reasonably cooperate with the City of Long
27 Beach, through its Training and Employment Development Officer and staff with
28 recruitment, screening and tracking. In implementing such efforts, the City of Long

1 Beach, through its Training and Development Officer and staff, will provide to Permittee
2 and all Queensway Bay permittees, subpermittees, concessionaires and licensees, staff
3 assistance, at no cost, to pre-screen and qualify all potential job applicants. Such
4 services include assisting with community outreach to recruit qualified job applicants and
5 conducting pre-screening sessions to determine the most qualified applicants for jobs.
6 All qualification and hiring decisions will be made by Permittee or its subpermittees,
7 concessionaires or licensees. As part of its implementation program, the City of Long
8 Beach will also provide for up to 240 hours of on-the-job training if the employee is
9 determined to need such training and he/she meets Federal Job Training Partnership Act
10 (JTPA) program eligibility. The City of Long Beach Training and Employment
11 Development Officer is responsible for providing the staff necessary for pre-employment
12 assistance. The requirements set forth in this Section shall terminate upon the City's
13 written verification that 1,143 low-income hires have been created for the Queensway
14 Bay Project.

15 ///
16 ///
17 ///

18
19
20
21
22
23
24
25
26
27
28

OFFICE OF THE CITY ATTORN
CHARLES PARKIN, City Attorney EY
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have executed this Permit on the
respective dates set forth opposite their signatures.

CHILDREN'S MARITIME FOUNDATION

August 28, 2014

By: Helen H Clinton
Executive Director
Title

AUG. 31, 2014

By: gy Clinton
CAPTAIN-TREASURER
Title

"PERMITTEE"

CITY OF LONG BEACH, a municipal
corporation

October 2, 2014

By: Dyl Marden
Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

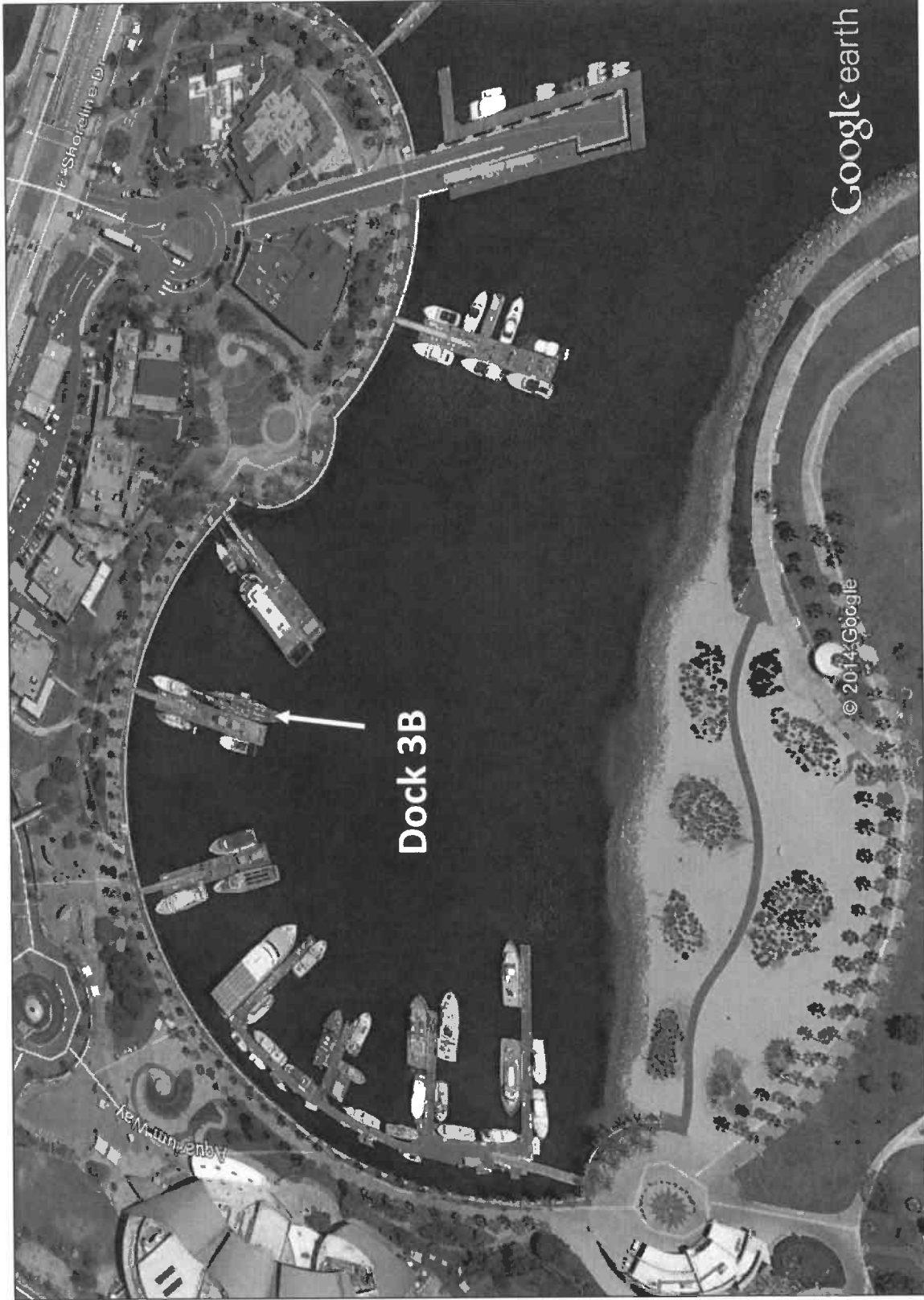
"CITY"

Approved as to form, this 15 day of September, 2014.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy

EXHIBIT A
Permit Area



Children's Maritime Heritage
Dock 3B

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

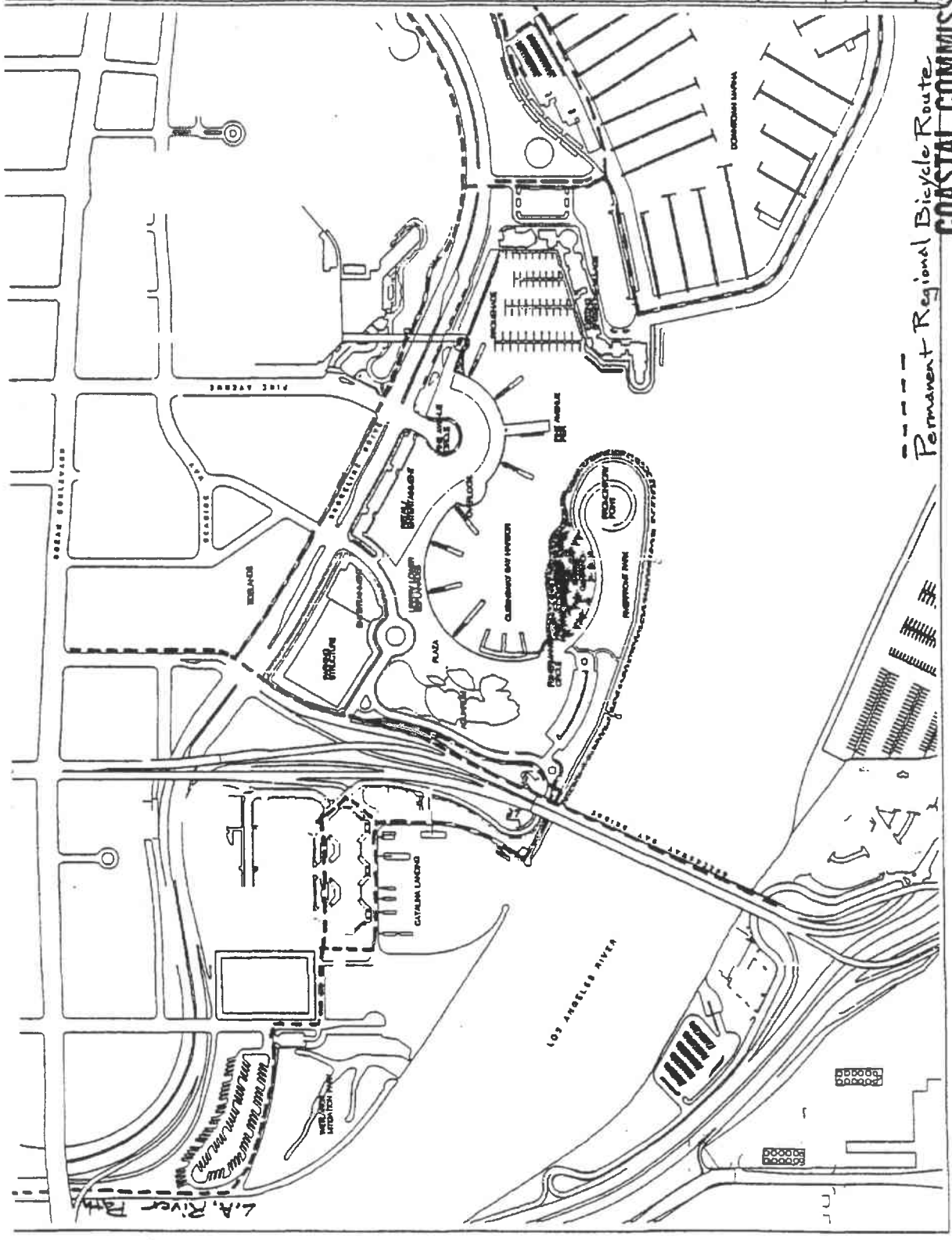
Prior to the issuance of the Coastal Development Permit, the City Council shall adopt and submit a resolution, subject to the review and approval of the Executive Director, agreeing to abide by all terms and conditions of Coastal Development Permit 5-96-124. The City and its representatives shall abide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

CP:b11

Attach Exhibit Nos. 11 & 15

7727F

 QUEENWAY BAY Long Beach, California	
PROJECT: Long Beach Convention Center Long Beach, California Long Beach Convention Center Long Beach, California	DATE: 10/1/88
DESIGNER: Queenway Bay Long Beach, California Long Beach, California	SCALE: 1" = 100'-0" 1/4" = 10'-0"
REVISIONS: 1. Initial Design 2. Final Design 3. Final Design	PROJECT NO.: SK-4
GENERAL NOTES: 1. See General Notes to Plans 2. See General Notes to Plans 3. See General Notes to Plans	DATE: 10/1/88



Permanent Regional Bicycle Route
COASTAL COMMISSION

----- Final Regional Bicycle Route

EXHIBIT # 11
 PAGE 1 OF 1

QUEENSWAY O & B
COASTAL COMMISSION

PROJECT:
 Golden Shore Boat Launch

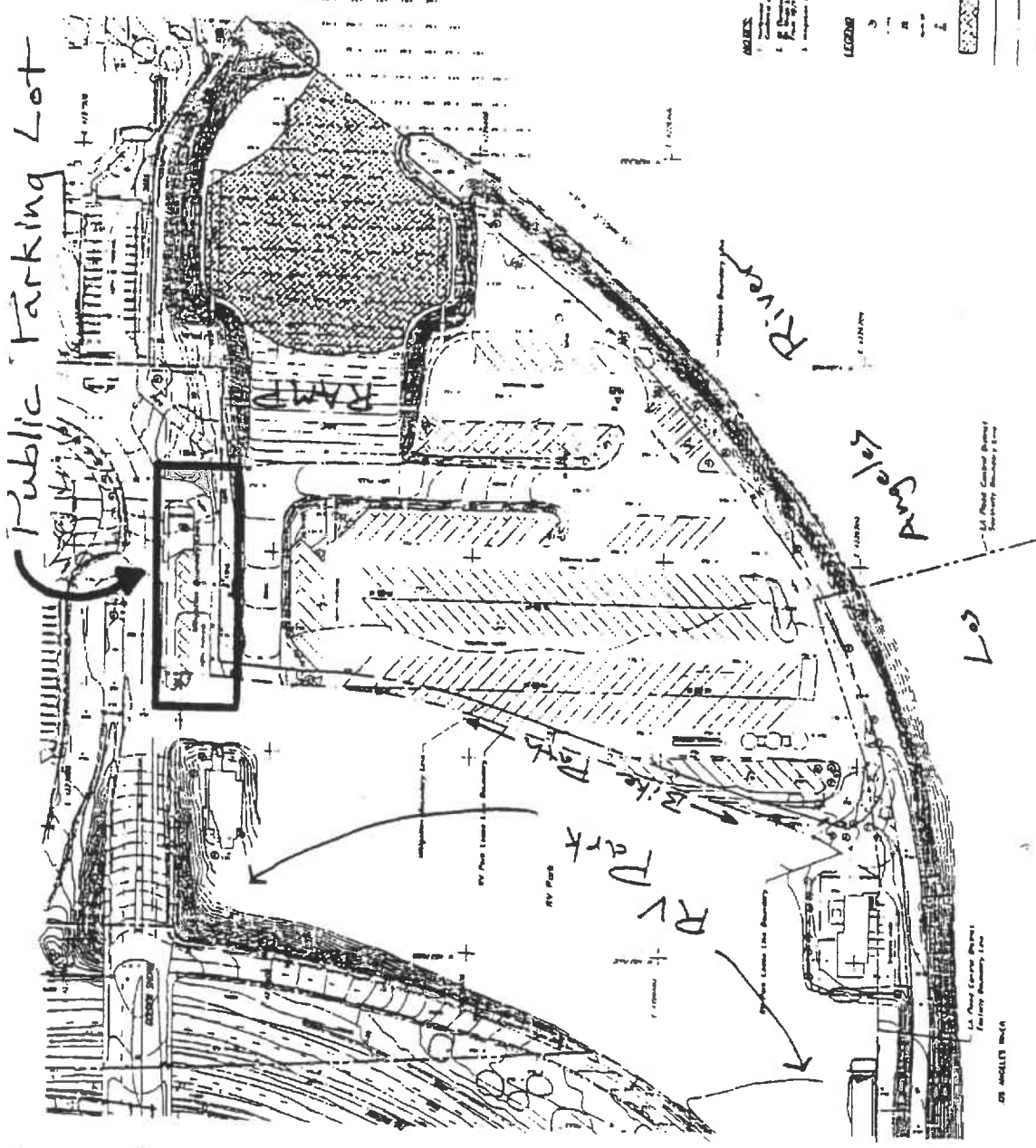
LOCATION:
 1. 10000 Golden Shore Blvd, Los Angeles, CA 90024
 2. 10000 Golden Shore Blvd, Los Angeles, CA 90024
 3. 10000 Golden Shore Blvd, Los Angeles, CA 90024

DESIGN SUBMITTALS:
 1. Final Site Plan
 2. Final Grading Plan
 3. Final Erosion Control Plan
 4. Final Utility Plan
 5. Final Landscape Plan
 6. Final Construction Details
 7. Final Construction Schedule
 8. Final Construction Cost Estimate

DATE: 10/15/2010

PROJECT NO.: MTP-1

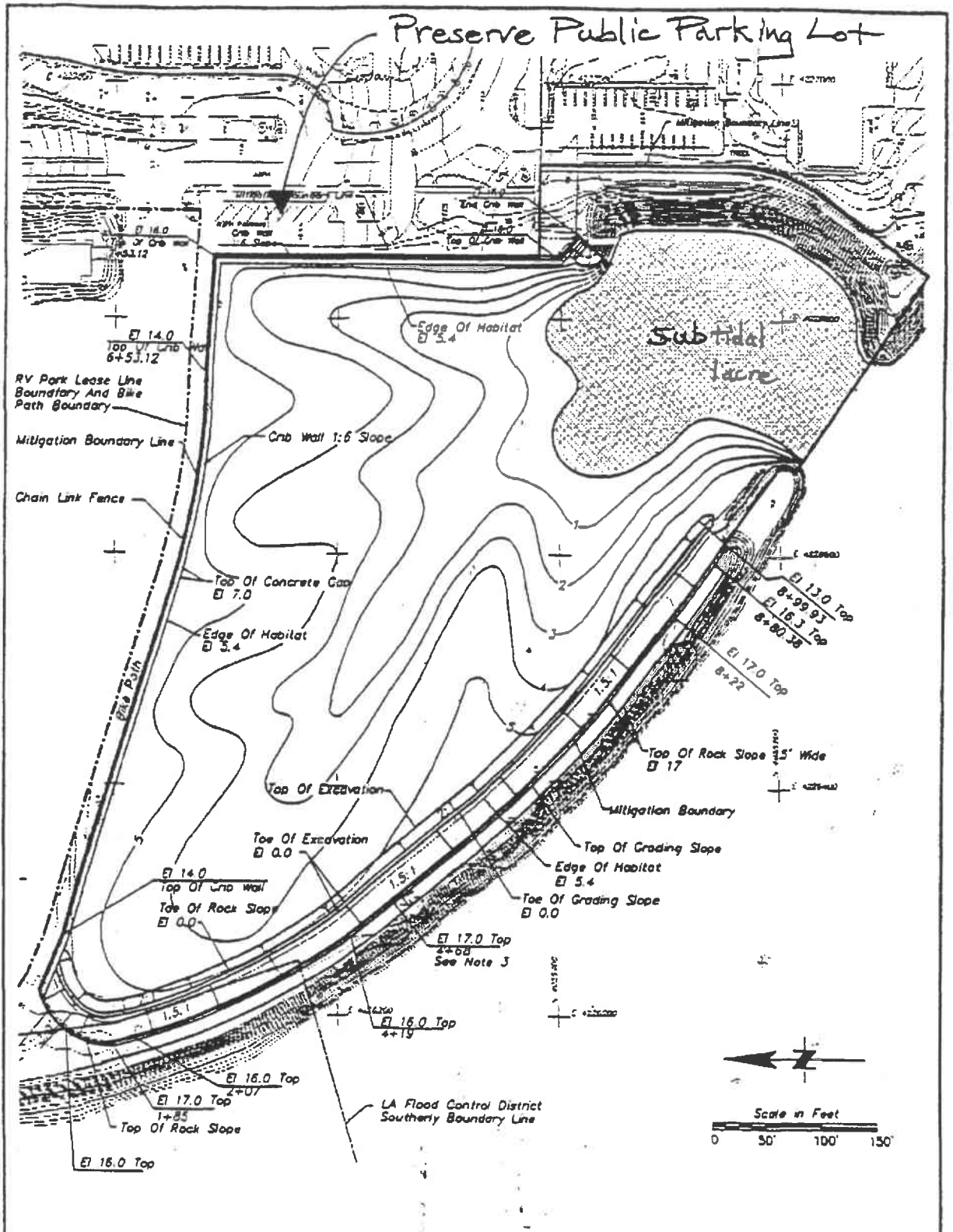
REVISIONS:



- LEGEND**
- 1. Public Parking Lot
 - 2. RV Park
 - 3. Bike Lot
 - 4. Ramp
 - 5. Existing Water
 - 6. Proposed Water
 - 7. Proposed Utility Line
 - 8. Proposed Erosion Control
 - 9. Proposed Landscape
 - 10. Proposed Construction Details
 - 11. Proposed Construction Schedule
 - 12. Proposed Construction Cost Estimate

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

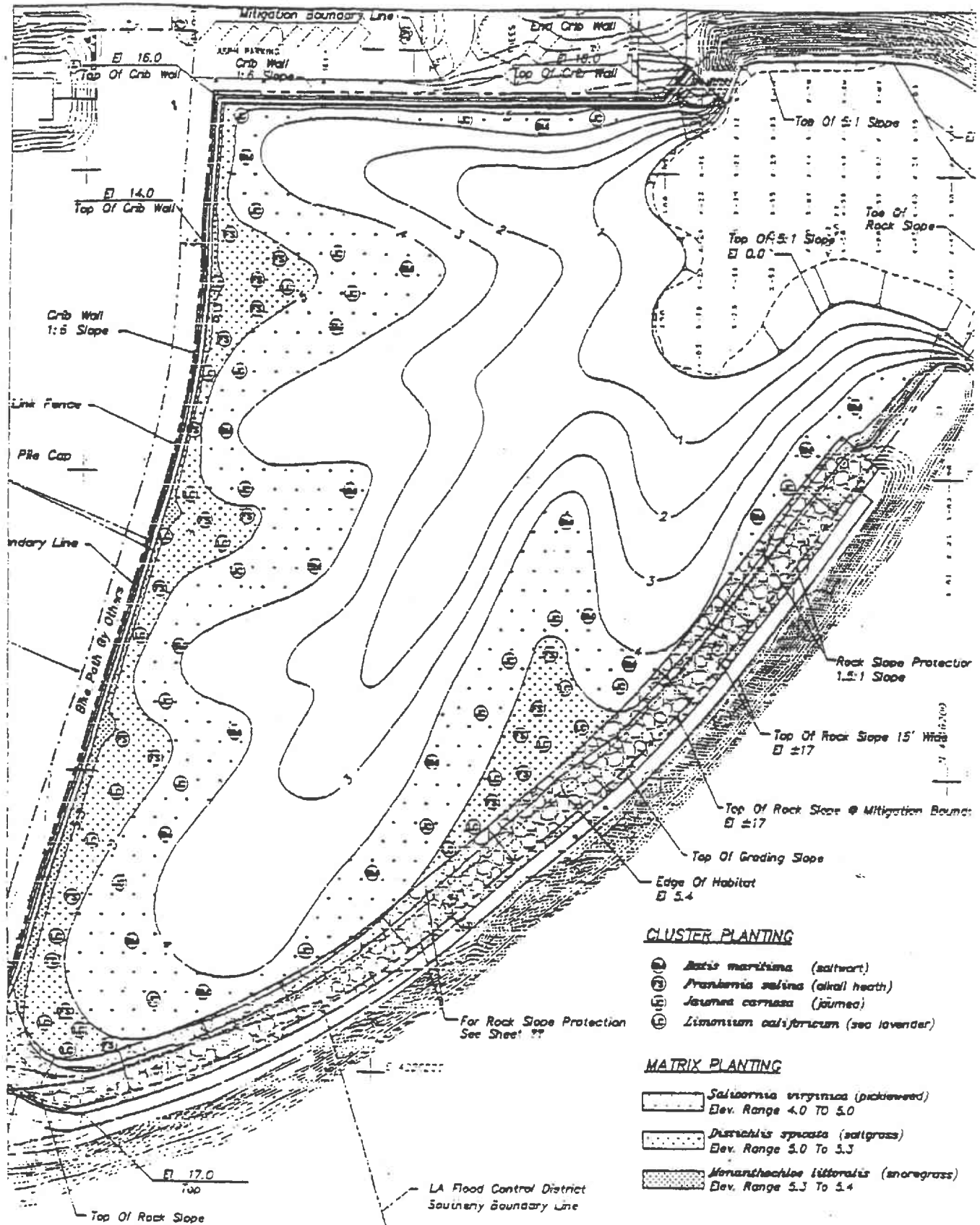


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

EXHIBIT # 15
PAGE 3 OF 3

RESOLUTION NO. C- 26100

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

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

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

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

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

Section 1. That the City agrees to accept all terms and 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. Calkoun
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:	<u>Oropeza, Lowenthal, Drummond,</u>
12			<u>Roosevelt, Topsy-Elvord,</u>
13			<u>Donelon, Kellogg, Shultz.</u>
14	Noes:	Councilmembers:	<u>None.</u>
15			<u></u>
16	Absent:	Councilmembers:	<u>Robbins.</u>
17			<u></u>

18
19 Shelba Powell
20 City Clerk

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

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
10 Oceangate, 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

c:\msoffice\winword\template\amend.dot Printed on August 20, 1997

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 OceanGate, 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 Océangate, 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

A handwritten signature in black ink, appearing to read "Chuck Posner", written over a horizontal line.

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
700 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 Barbara Day

EXHIBIT C

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 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:bl

98161per.doc

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