

1 B. Permittee may exercise limited live aboard privileges by
2 allowing up to seven (7) members of Permittee's crew to reside aboard the vessel
3 in the Permit Area. Access to boat owner restroom-shower facilities will be provided
4 to these crew members. Such live aboard crew members shall be subject to pre-
5 approval by the Bureau Manager, and live aboard status may be revoked at any
6 time by the Bureau Manager at his/her sole discretion.

7 C. Uses not specifically permitted by this Section shall require the
8 prior written consent of the Bureau Manager.

9 D. Permittee shall be in breach of this Section if the Permit Area
10 fails to be in continuous use for more than forty-five (45) days in a calendar year.
11 However, non-continuous use for more than thirty (30) consecutive days shall
12 require the consent of the Bureau Manager.

13 E. Permittee shall not operate scuba-diving charters, sport fishing
14 charters, or point-to-point water taxi service within the limits of the City of Long
15 Beach.

16 3. GANGWAY SYSTEM. Permittee shall assume all costs for the
17 engineering, fabrication and installation of a removable gangway system, used for boarding
18 and disembarking passengers from the Tall Ship to Pine Avenue Pier, as well as the
19 engineering, fabrication and installation of a metal plate on the water side of the pier's
20 railing (or similar improvement) for the purpose of serving as a walkway element to aid
21 crew when tying up and releasing the vessel from the dock. The design and installation
22 plan of the gangway equipment and the proposed walkway element shall be subject to the
23 prior approval of the Bureau Manager. Permittee shall be responsible for the cost of all
24 required permits and, at its sole cost and expense, shall keep and maintain the gangway
25 system and any walkway element in good and substantial repair and condition.

26 4. OPERATIONS.

27 A. Delivery and Loading. Permittee, its subpermittees,
28 concessionaires or other person or entity person or entity operating under a contract

1 with Permittee or on behalf of Permittee delivering, loading or unloading goods,
2 services or merchandise to the Permit Area shall use the area(s) marked for loading
3 located at Pine Avenue Circle, Shoreline Park parking lot and Aquarium Way for
4 access. Permittee shall instruct all parties delivering, loading or unloading goods,
5 services or merchandise to use hand trucks or Cushman type carts with inflatable
6 tires. No trucks or vans shall be allowed within the Permit Area or Rainbow Harbor.

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

11 C. Rainbow Harbor Rules and Regulations. Permittee shall
12 comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach
13 whether known by that or some other name or names.

14 D. Customer Satisfaction. Permittee shall make available
15 customer satisfaction evaluation surveys to all customers.

16 5. TERM. The term of this Permit shall commence at 12:01 a.m. on July
17 1, 2019 and shall terminate at midnight on July 31, 2028. Upon termination of this Permit
18 (whether by lapse of time or otherwise), Permittee shall quit and surrender possession of
19 the Permit Area and remove its personal property therefrom. The term of this Permit may
20 be extended for two (2) additional periods of five (5) years each at the sole discretion of
21 the City Manager.

22 6. TERMINATION. Notwithstanding the foregoing, either party may
23 terminate this Permit at any time for any or no reason upon one hundred eighty-(180) days'
24 prior written notice to the other party.

25 7. COMPENSATION.

26 A. Dock Fee.

27 i. Beginning in year 5 of this Permit or sooner as provided
28 below, Permittee shall pay to the City for the use of the Permit Area an

1 amount equal to fifty percent (50%) of the commercial dock rate per lineal
2 foot, per month, or other fee subsequently adopted by the City Council of the
3 City of Long Beach specifically intended for not-for-profit organizations with
4 vessels occupying the City's docks, slips, or end ties. Except as provided
5 herein, the Dock Fee shall be paid on or before the first day of each month
6 during the term of this Permit. The Dock Fee shall be paid in advance and
7 Permittee shall not have any right of abatement, deduction, set off, prior
8 notice or demand.

9 ii. The Dock Fee will be waived for up to the initial four (4)
10 years of the Permit to offset Permittee's start-up costs to restore the Tall Ship
11 to operational status. Projected start-up costs shall be calculated by the
12 Permittee and presented to the Bureau Manager for review and approval
13 within the first three (3) months of the Permit term. Should Permittee secure
14 reliable external funding from grants, donations or other sources dedicated
15 to these same restoration and start-up costs as described during this four-
16 year grace period, and provided such funding covers all such costs,
17 Permittee shall be obligated to pay the Dock Fee as set forth above. An
18 annual accounting of external funding/revenue streams assignable to recover
19 these restoration and start-up costs will be provided by the Permittee to the
20 Bureau Manager, and will serve as the basis for determining if the waiver of
21 the Dock Fee will be eliminated prior to the four-year grace period.

22 B. Permit Fee.

23 i. During the entire term of this Permit, any revenues
24 generated by the Permittee for activities outside of its mission statement shall
25 be considered Unrelated Business Income, and shall be subject to
26 percentage fees to the City equaling eight percent (8%) of all gross revenues
27 collected from such activities (e.g., non-educational excursions; private use
28 for weddings; etc.). These fees shall be paid by Permittee on a monthly

1 basis. Such monthly payments shall be due on the twentieth (20th) day of
2 each month following each and every month in which gross receipts from
3 qualifying activities are received whether received by Permittee, its
4 subpermittees, concessionaires or entity operating under a contract with
5 Permittee from all permitted concessions, operations and activities.
6 Permittee shall not have any right of abatement, deduction, set off, prior
7 notice or demand.

8 ii. Revenues generated from those activities consistent
9 with Permittee's mission statement (e.g., educational youth group
10 excursions, school field trips; overnight youth sailing camps; boarding and
11 disembarking of participants of at-sea experiences for schools, youth groups
12 and other organizations; summer day camp activities; overnight stays in
13 connection with educational programs; voyaging; shipboard maintenance;
14 crew training; sea scout sails; sea scout dock side training; sea scout events;
15 holiday parades; Chamber mixers and networking events; educator open
16 houses; educator sails; educator training and fundraising events and
17 activities designed to support the educational mission of Permittee, etc.) shall
18 not be subject to percentage fees to the City.

19 C. Charges for Late Payments.

20 i. If Dock Fee payment is not received within ten (10) days
21 after the same has become due, a late fee shall be assessed. The late fee
22 shall be, in addition to the amount of the Dock Fee, a sum equal to ten percent
23 (10%) thereof.

24 ii. If Permit Fee payment is not received on the twentieth
25 (20th) day following the preceding month, a late fee shall be assessed. The
26 late fee shall be five percent (5%) or fifty dollars (\$50), whichever is greater.

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

1 annum until paid.

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

11 D. Gross Receipts. "Gross receipts" as used herein shall include
12 the following:

13 i. The gross selling price of all group bookings, individual
14 boat tickets or other charges for the use of or passage aboard any Permittee
15 authorized vessel that docks or ties up at the Permit Area.

16 ii. The gross selling price for all food, beverages, and other
17 merchandise or services sold or delivered by Permittee, its permitted
18 licensees, concessionaires, and persons, firms, or corporations aboard said
19 vessels.

20 iii. Gross receipts shall include sales for cash, credit, or
21 services whether collected or not. Gross receipts shall not include, or if
22 included shall be deducted (but only to the extent they have been included),
23 any sales and use taxes, transportation taxes, excise taxes, franchise taxes,
24 and other similar taxes now or in the future imposed on the sale of tickets,
25 food, beverages, merchandise, or services, but only if such taxes are added
26 to the selling price, separately stated, collected separately from the selling
27 price and collected from customers. Gross receipts shall not include any
28 value imputed to charitable charters (i.e., any charter in which Permittee does

1 not collect a fee or reimbursement for expenses).

2 iv. While gross receipts shall be reported monthly to the
3 City, only those receipts associated with Unrelated Business Income as
4 described in subparagraph 7.B.i. above shall be subject to percentage fee
5 payments to the City.

6 E. Statement of Gross Receipts.

7 i. Permittee shall prepare and deliver or cause to be
8 prepared and delivered to the City at:

9 Department of Parks, Recreation and Marine

10 2760 Studebaker Road

11 Long Beach, CA 90815-1697

12 Attention: Accounting Section

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

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

24 iii. Each statement shall be signed and certified to be
25 correct by an officer of Permittee.

26 8. FEES AND CHARGES. All fees and charges associated with the
27 permitted uses, operations and activities and any changes to fee schedules shall be subject
28 to the prior written approval of the City.

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

13 10. BOOKS OF ACCOUNT AND RECORDS.

14 A. Permittee shall keep, within the County of Los Angeles,
15 complete and accurate books of account, records, cash receipts, and other pertinent
16 data showing all gross receipts, all in accordance with generally accepted
17 accounting principles.

18 B. For the purpose of ascertaining the number of Rainbow Harbor
19 passengers, Permittee will submit monthly, in writing, vessel schedules, including
20 the name of the boat, and the passenger counts with the gross receipts statements
21 to the Accounting Division of the Department of Parks, Recreation and Marine at
22 the following address:

23 Department of Parks, Recreation and Marine
24 2760 Studebaker Road
25 Long Beach, CA 90815-1697
26 Attention: Accounting Section

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

1 records:

- 2 i. a single, separate bank account into which all receipts
3 of business or other revenue from operations on or from the Permit Area are
4 deposited;
- 5 ii. all bank statements detailing transactions in or through
6 any business bank account;
- 7 iii. monthly sales capitulations;
- 8 iv. a general ledger or a summary record of all cash receipts
9 and disbursements from operations on or from the Permit Area;
- 10 v. copies of all tax returns filed with any governmental
11 authority that reflect in any manner sales, income, or revenue generated in
12 or from the Permitted Premises, including, but not limited to, federal income
13 tax returns and state sales or use tax returns;
- 14 vi. daily vessel schedules, including the name(s) and
15 identification number(s) of the boat(s), and passenger counts;
- 16 vii. other records or accounts that City may reasonably
17 require in order to ascertain, document, or substantiate gross receipts.

18 D. Permittee shall keep within the County of Los Angeles all of the
19 books, records, and other documents in the manner recited in this paragraph, and
20 will make said books, records and documents available for inspection, examination,
21 or audit by City or City's designated representative upon giving Permittee five (5)
22 days' prior notice of City's intention to exercise its rights under this paragraph. In
23 connection with an examination of audit, City will have the right to inspect the
24 records of sales from any other store operated by Permittee, but only if the
25 examination is reasonably necessary to ascertain gross sales from the Permit Area.
26 If upon inspection or examination of Permittee's available books and records of
27 account, City determines that Permittee has failed to maintain, preserve, or retain
28 the documents, books, and records that this Permit requires Permittee to maintain

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

6 E. 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 11. IMPROVEMENTS. Permittee shall not install, erect, or construct any
10 building, improvement, or structure on the Permit Area nor alter the same without the prior
11 written approval of the City. In the event Permittee, with the prior written approval of the
12 City, shall make any permanently affixed improvement(s) to the structures within the Permit
13 Area, title to any such improvement shall vest in the City. Any approval shall be subject to
14 conditions as may be required for such improvements and imposed by the City.

15 12. ADVERTISING.

16 A. Advertising Signs. Permittee, at its cost, may place or erect
17 and maintain signs on the Permit Area, provided that Permittee obtains prior written
18 approval from the Bureau Manager. Vinyl promotional banners or other similar low
19 quality signage affixed to the vessel is or otherwise displayed in the Permit Area
20 prohibited. Further, Permittee's sign shall be in compliance with City's sign
21 ordinance and conditions of the Department of Parks, Recreation and Marine.

22 13. UTILITIES. At the time of execution of this Permit, electrical, sewer,
23 and water utilities to docks, slips, and end-ties are not metered and costs for their use are
24 not charged back to Permittee. Permittee understands and acknowledges that during the
25 term of this Permit this may be subject to change by the City at its sole discretion.
26 Permittee, at its sole cost, shall promptly pay or cause to be paid all utility fees, costs and
27 charges resulting from such use or assessments for utilities levied against the Permit Area
28 for any period during the term of this Permit. If Permittee requires utilities which are beyond

1 the capacity provided, Permittee shall coordinate and submit request for additional services
2 through the Bureau Manager, and if fulfilling such requests for additional services shall be
3 the financial responsibility of Permittee.

4 14. TRASH REMOVAL AND DISPOSAL. The City shall provide, for
5 Permittee, trash bins at a location (to be determined at a later date) near Permittee's vessel.
6 Trash from Permittee's operation shall be disposed of in the trash bins for collection by the
7 Maintenance Operations Bureau of the Department of Parks, Recreation and Marine. The
8 Maintenance Operations Bureau shall perform collection services from the water and the
9 collection schedule shall be according to demand. The City shall have the right to modify
10 or change the trash removal operation and Permittee agrees to accept and comply with
11 such modifications or changes.

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

24 16. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.

25 A. Responsibility for Repair. If any dock or improvement at any
26 time on the Permit Area shall be damaged or destroyed by any cause whatsoever
27 during the Permit term, Permittee shall, with reasonable promptness, report the
28 damage to the City. The City shall have responsibility to make repairs to replace

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

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

19 i. an amount equal to the amount requested is then due
20 and payable or has been paid and is properly a part of such cost of
21 restoration;

22 ii. that the net Insurance Proceeds not yet advanced will
23 be sufficient for the completion of the restoration.

24 iii. If at any time during the period of restoration and/or
25 reconstruction the City shall determine that the Insurance Proceeds are
26 insufficient to cause such restoration, then upon delivery of written notice
27 thereof and specifying the deficit Permittee shall deposit in trust with the
28 Insurance Trustee such additional sums as may be required to complete the

1 restoration of the Permit Area. Upon receipt by the Insurance Trustee of
2 evidence satisfactory to it that:

3 (a) the restoration of the Permit Area has been
4 completed;

5 (b) the cost thereof has been paid in full; and

6 (c) there are no mechanic's or similar liens for labor
7 or materials supplied in connection therewith, the balance, if any, of
8 such Insurance Proceeds shall be paid to Permittee or as the
9 Permittee may direct.

10 C. Procedure for Restoration of Improvements. Following
11 damage to all or any portion of the Permit Area, Permittee shall reimburse the City
12 for restoration of the Permit Area and/or the improvements thereon, whether or not
13 insurance proceeds are sufficient to do so.

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

25 17. INSURANCE. Concurrent with the execution of this Permit and in
26 partial performance of Permittee's obligations hereunder, Permittee shall procure and
27 maintain the following insurance at Permittee's sole expense for the duration of this Permit,
28 including any extensions or renewals thereof, from insurance companies that are

1 authorized to write insurance in the State of California or from insurers listed on the CDI's
2 List of Eligible Surplus Lines' Insurers (LESLI) that have a current rating of or equivalent to
3 A:VIII by A.M. Best Company:

4 A. Commercial general liability insurance equivalent in coverage
5 scope to ISO form CG 00 01 11 85 or 10 93 in an amount not less than Five Million
6 Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general
7 aggregate. Such insurance shall include but is not limited to broad form contractual
8 liability, personal and bodily injury, independent contractors' liability, sexual abuse
9 and molestation liability, and products and completed operations liability. The City
10 of Long Beach, and its departments, boards, officials, employees, and agents shall
11 be added as additional insureds by endorsement equivalent in coverage scope to
12 ISO form CG 20 26 11 85 and this insurance shall contain no special limitations on
13 the scope of protection afforded to the City, its officials, employees, and agents.

14 B. Protection and indemnity insurance including, as may be
15 applicable to Permittee's operations under or in connection with this Permit, injury
16 to passengers, damage to piers, docks, wharves, and pilings and property on piers,
17 docks, and wharves, wreck removal, towers and collision liability, ship repairers'
18 liability, pollution liability, and nonowned watercraft liability in an amount not less
19 than Five Million Dollars (\$5,000,000) per vessel operated from the Premises. The
20 policy shall be endorsed to name the City of Long Beach, and its departments,
21 boards, officials, employees, and agents as additional insureds. This insurance shall
22 contain no limitations on the scope of protection afforded to the City and its
23 departments, boards, officials, employees, and agents, and shall provide cross-
24 liability protection.

25 C. As applicable, "All Risk" property insurance including debris
26 removal and builder's risk protection during the course of construction, covering the
27 full replacement value of Permittee's improvements on or about the Premises.
28 Earthquake and flood coverage shall be included if available from responsible

1 insurers at reasonable cost. With respect to damage to property, Permittee hereby
2 waive all rights of subrogation, but only to the extent that collectible commercial
3 insurance is available for said damage. Permittee to obtain applicable permits and
4 secure "All Risk" property insurance at such time it performs construction.

5 D. "All Risk" property insurance and/or Hull insurance covering the
6 full replacement value of Permittee's vessel, personal property, and equipment on
7 or about the Premises.

8 E. Workers' Compensation as required by the State of California
9 endorsed, as applicable, to include United States Longshoremen and Harbor
10 Workers' Compensation Act coverage and Jones' Act coverage and Employer's
11 Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per
12 accident or occupational illness. The policy shall be endorsed with a waiver of the
13 insurer's right of subrogation against the City of Long Beach, and its departments,
14 boards, officials, employees, and agents.

15 F. In addition to the endorsements specified above, each
16 insurance policy required herein shall provide by endorsement or by policy form:

17 i. that the insurance shall not be canceled, nonrenewed,
18 or reduced in coverage or limits except after twenty (20) days prior written
19 notice to City,

20 ii. that the insurance shall be primary and not contributing
21 to any other insurance or self-insurance maintained by City, its departments,
22 boards, officials, employees, or agents,

23 iii. that the insurance shall apply separately to each insured
24 against whom claim is made or suit is brought, except with respect to the
25 limits of the insurer's liability; and

26 iv. that the naming of more than one insured shall not, for
27 that reason alone, extinguish any rights of one insured against another,
28 subject to the Company's limits of liability.

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

7 H. Permittee shall deliver to City certificates of insurance and the
8 required endorsements for approval as to sufficiency and form prior to
9 commencement of this Permit. The certificates and endorsements for each
10 insurance policy shall contain the original signature of a person authorized by that
11 insurer to bind coverage on its behalf. City reserves the right to require complete
12 certified copies of all said policies at any time.

13 I. Such insurance as required herein shall not be deemed to limit
14 Permittee's liability relating to performance under this Permit. The procuring of
15 insurance shall not be construed as a limitation on liability or as full performance of
16 the indemnification and hold harmless provisions of this Permit.

17 J. Any modification or waiver of the insurance requirements
18 herein shall be made only with the written approval of the City's Risk Manager or
19 designee.

20 18. INDEMNIFICATION.

21 A. General Indemnity. Permittee shall defend and indemnify the
22 City of Long Beach its Boards, Commissions, and their officials, employees and
23 agents, while acting within the scope of their duties from and against any and all
24 actions, suits, proceedings, claims and demands, costs (including attorneys' fees
25 and court costs), expense and liability of any kind or nature whatsoever ("Claims")
26 for injury to or death of persons or damage to property (including property owned by
27 or under the control of the City) which may be brought, made, filed against, imposed
28 upon or sustained by the City, its officers or employees based upon or arising out

1 of:

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

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

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

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

18 v. This indemnification provision supplements and in no
19 way limits the scope of the indemnifications set out in subparagraph 17.B
20 below. The indemnity obligation of Permittee under this paragraph shall
21 survive the expiration or termination, for any reason, of this Permit.

22 B. Environmental Release and Indemnification. Permittee hereby
23 agrees to hold harmless, defend and indemnify the City and its employees,
24 members and officials from and against all liability, loss, damage, costs, penalties,
25 fines and/or expenses (including attorneys' fees and court costs) arising out of or in
26 any way connected with or the activities, acts or omissions of Permittee, its
27 permittees, employees, contractors or agents on or affecting the Permit Area without
28 regard to fault or negligence including but not limited to the release of any hazardous

1 materials into the air, soil, groundwater or surface water on, in, under or from the
2 Permit Area whether such condition, liability, loss, damage, cost, penalty, fine and/or
3 expense shall accrue or be discovered before or after termination of this Permit.
4 This indemnification supplements and in no way limits the scope of the
5 indemnification set forth in paragraph above.

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

24 i. Exclusions.

25 (a) Contamination on, beneath, or abutting the
26 Permit Area which existed prior to the initial commencement date of
27 the Permit.

28 (b) Contamination which has emanated or emanates

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

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

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

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

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

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

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

iv. the presence of which on the Permit Area causes or threatens to cause a nuisance upon the Permit Area or to adjacent properties

1 or poses or threatens to pose a hazard to the health or safety of persons on
2 or about the Permit Area; or

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

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

15 20. VESSELS. Permittee agrees, with respect to its operation use of the
16 Permit Area, Permittee shall at all times comply with the Rainbow Harbor Rules and
17 Regulations of the City of Long Beach, including other conditions herein:

18 A. Permittee shall publish its sailing schedule on the internet and
19 make available all sailing manifests. Sailing manifest will include name of vessel,
20 crew names and names of customers along with passenger count.

21 B. Permittee, at its cost, shall maintain each of its vessels in good,
22 seaworthy condition. At all times, if any condition is discovered affecting the safety
23 of the vessel or its seaworthiness, that vessel shall be immediately withdrawn from
24 service and all necessary repairs promptly commenced. Permittee's vessels shall
25 be attractive in design and shall at all times be maintained in a neat and clean
26 condition free from deteriorations. To maintain an attractive appearance at all times,
27 Permittee, at its cost, shall cause its vessels to have all gear stored and to be
28 regularly painted. No rips, tears or missing pieces or excessive fading shall be

1 permitted.

2 21. LICENSE AND CERTIFICATION.

3 A. Permittee shall not permit any person charged with the
4 responsibility of operating any of its vessels to do so unless and until that person is
5 qualified and duly licensed to operate and in compliance with the U.S. Coast Guard
6 regulations, the vessel or vessels to which that person is assigned. Permittee shall
7 deliver to the Manager of the Marine Bureau copies of such licenses for all vessel
8 operators. Permittee's vessel operators and crew and ticket sellers shall at all times
9 be dressed in clean, well-kept coordinated uniforms, except when performing
10 required maintenance.

11 B. Permittee's vessels shall at all times be certified and licensed
12 and inspected by those governmental agencies having jurisdiction over Permittee's
13 activities. Permittee shall at all times comply with all United States Coast Guard
14 regulations.

15 22. PARKING. Parking facilities at Shoreline Village shall not be used by
16 Permittee's patrons.

17 A. Parking/Traffic Management. Permittee and employees of
18 Permittee may be required to participate in a parking/traffic management program
19 which may designate parking areas for Permittee's employees.

20 B. Live-Aboard Crew Members' Parking. Permittee's crew
21 members that have been pre-approved by the Bureau Manager for live-aboard
22 status on the vessel in the Permit Area will each be provided with a parking permit
23 valid in the Shoreline Marina Boat Owner Parking lot.

24 23. STORAGE ON DOCKS. Storage of items on docks or piers, except
25 in dock boxes/containers approved by City is prohibited.

26 24. ASSIGNMENT OR TRANSFER.

27 A. Permittee shall not assign or transfer this Permit nor shall any
28 interest herein be assignable or transferable by operation of law or by any process

1 or proceedings of any court or otherwise. Any attempted transfer or assignment
2 shall be void and confer no rights whatsoever upon a transferee or assignee.

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

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

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

22 27. GENERAL PROVISIONS.

23 A. Notices, Demands and Communication Between the Parties.
24 Written notices, demands, and communication between City and Permittee shall be
25 in writing and shall be sufficiently given if personally served or if mailed by registered
26 or certified mail, postage prepaid, return receipt requested addressed as follows:

27 TO CITY: City Manager
28 10th Floor, City Hall

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411 West Ocean Boulevard
Long Beach, California 90802

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

TO PERMITTEE: Los Angeles Maritime Institute
Berth 73, Suite 2
San Pedro, California 90731

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.

B. 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.

C. Defaults and Remedies.

i. 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 is 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

1 if such party commences the cure of such default within such thirty (30) day
2 period and thereafter diligently prosecutes the steps to cure such default to
3 completion.

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

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

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

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

27 vi. Rights and Remedies Are Cumulative. Except as
28 otherwise expressly stated in this Permit, the rights and remedies of the

1 parties are cumulative, and the exercise by either party of one or more such
2 rights or remedies shall not preclude the exercise by it, at the same or
3 different times, of any other rights or remedies for the same default or any
4 other default by the other party.

5 vii. Inaction Not a Waiver of Default. Any failures or delays
6 by either party in asserting any of its rights and remedies as to any default
7 shall not operate as a waiver of any default or of any such rights or remedies
8 or deprive either such party of its right to institute and maintain any actions
9 or proceedings which it may deem necessary to protect, assert or enforce
10 any such rights or remedies.

11 viii. Remedies. In the event of a default by Permittee, which
12 is not cured by Permittee within the times specified in this Permit, City without
13 further notice to Permittee, may declare this Permit and/or Permittee's right
14 of possession at an end and may reenter the Permit Area by process of law,
15 in which event, City shall have the right to recover from Permittee:

16 (a) The worth at the time of award of the unpaid fees
17 which has been earned at the time of termination, plus interest;

18 (b) The worth at the time of award of the amount by
19 which the unpaid fees which would have been earned after termination
20 until the time of award exceeds the amount of such fee loss that
21 Permittee proves could have been reasonably avoided, plus interest;

22 (c) The worth at the time of award of the amount by
23 which the unpaid fees for the balance of the term after the time of
24 award exceeds the amount of such fee loss for the same period the
25 Permittee proves could be reasonably avoided, plus interest thereon;
26 and

27 (d) The remedies of City as hereinabove provided
28 are cumulative to the other provisions of this Permit.

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

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

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

1 noncompliance or postponement of compliance.

2 G. Entire Agreement, Waivers and Amendments. This Permit
3 constitutes the entire understanding and agreement of the parties. This Permit
4 integrates all the terms and conditions mentioned herein or incidental hereto, and
5 supersedes all negotiations between the parties with respect to all or any part of the
6 subject matter hereof.

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

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

13 J. Nondiscrimination.

14 i. In connection with performance of this Permit and
15 subject to applicable rules and regulations, Consultant shall not discriminate
16 against any employee or applicant for employment because of race, religion,
17 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
18 status, handicap, or disability. Consultant shall ensure that applicants are
19 employed, and that employees are treated during their employment, without
20 regard to these bases. These actions shall include, but not be limited to, the
21 following: employment, upgrading, demotion or transfer, recruitment or
22 recruitment advertising, layoff or termination, rates of pay or other forms of
23 compensation, and selection for training, including apprenticeship.

24 ii. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry
27 out this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Permit. Consultant may rely

1 on written representations by subconsultants and contractors regarding their
2 status. Consultant shall report to City in May and in December or, in the case
3 of short-term agreements, prior to invoicing for final payment, the names of
4 all subconsultants and contractors hired by Consultant for this Project and
5 information on whether or not they are a Disadvantaged, Minority or Women-
6 Owned Business Enterprise, as defined in Section 8 of the Small Business
7 Act (15 U.S.C. section 637).

8 K. No Joint Venture or Partnership. Nothing in this Permit shall be
9 construed as creating either a partnership or joint venture between the parties
10 hereto.

11 L. Jointly Drafted. This Permit is jointly drafted by the parties
12 hereto and it is not to be construed against either party as the drafter.

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

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

21 O. No Relocation Benefits. Permittee shall have no rights to
22 relocation benefits mandated by the laws of the State of California as to this Permit
23 Area.

24 P. Americans with Disabilities Act. Permittee shall have and be
25 allocated the sole responsibility to comply with the Americans with Disabilities Act
26 ("ADA") as may be applicable with respect to Permittee's operation and the
27 Permittee shall indemnify and hold City harmless from and against any claims of a
28 violation of the ADA.

1 28. TAXES. This Permit may create a possessory interest subject to
2 property taxation and Permittee may be liable for the payment of property taxes levied on
3 such possessory interest. Permittee shall pay or cause to be paid, prior to delinquency, all
4 taxes, assessments and other governmental and district charges that may be levied or
5 assessed for buildings, improvements or property located on the Permit Area and upon
6 possessory interests created by this Permit. Satisfactory evidence of such payments shall
7 be delivered by Permittee upon demand therefore.

8 29. COASTAL DEVELOPMENT PERMIT. Permittee acknowledges that
9 the California Coastal Commission requires that any permit issued for operation within the
10 Rainbow Harbor area shall be subject to the terms and conditions of Coastal Development
11 Permit No. 5-96-124, and Coastal Development Permit No. 5-98-161. The conditions of
12 Coastal Development Permit No. 5-96-124, and Coastal Development Permit No. 5-98-
13 161 are incorporated herein and attached as Exhibits "B" and "C" respectively:

14 Exhibit "B" - Coastal Development Permit No. 5-96-124

15 Exhibit "C" - Coastal Development Permit No. 5-98-161

16 30. FOURTH OF JULY. Permittee recognizes that it is the responsibility
17 of the City to maintain a safe and secure environment for the public at all times. Annually,
18 the Rainbow Harbor area experiences exceptional visitor and activity levels related to the
19 4th of July. To mitigate the impact to public safety and security, the City may limit Rainbow
20 Harbor activity. Permittee agrees to be bound by reasonable restrictions on its activities in
21 or around the Permit Area on such day or day(s) of 4th of July activities each year of the
22 term of this Permit. Such restrictions may include limitations on the hours businesses may
23 operate including those of Permittee in the Permit Area. Permittee waives any and all claim
24 that it might ever have against City as a result of any adverse impact on its operations or
25 business as a result of City restrictions.

26 31. SPECIAL EVENTS. Permittee acknowledges that the City intends,
27 from time-to-time, to issue permits for special events in and around the Permit Area,
28 including by way of example, but are not limited to, the Long Beach Grand Prix, 2028

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 Olympics and/or filming activities ("special events"). During special events, Permittee may
2 be prohibited from operating at designated locations or may be moved to an alternative
3 location, as determined by and at the sole discretion of the City Manager or designee. City
4 and Permittee agree to cooperate with each other to accommodate all such events and to
5 limit adverse impacts to the Permit Area as much as reasonably possible. The City
6 Manager or designee will endeavor to provide as much advance notification as possible.

7
8 LOS ANGELES MARITIME INSTITUTE, a
California non-profit corporation dba
CHILDREN'S MARITIME INSTITUTE
9
10 JUNE 15, 2020, 2020 By [Signature]
Name BRUCE HEYMAN
Title EXECUTIVE DIRECTOR
11
12 2/4/2021, 2020 / By [Signature]
Name RICHARD B. MCKENNA
Title BOARD PRESIDENT

13
14 "Permittee"
15 CITY OF LONG BEACH, a municipal
16 corporation
17 2/4/2021, 2020 By [Signature]
City Manager
18 EXECUTED PURSUANT
19 "City" TO SECTION 301 OF
20 This Permit is approved as to form on THE CITY CHARTER
21

22 CHARLES PARKIN, City Attorney
23 By [Signature]
Deputy
24
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26
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28

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

1 Olympics and/or filming activities ("special events"). During special events, Permittee may
2 be prohibited from operating at designated locations or may be moved to an alternative
3 location, as determined by and at the sole discretion of the City Manager or designee. City
4 and Permittee agree to cooperate with each other to accommodate all such events and to
5 limit adverse impacts to the Permit Area as much as reasonably possible. The City
6 Manager or designee will endeavor to provide as much advance notification as possible.

7
8
9 JUNE 15, 2020

LOS ANGELES MARITIME INSTITUTE, a
California non-profit corporation dba
CHILDREN'S MARITIME INSTITUTE

By [Signature]
Name BRUCE FREYMAN
Title EXECUTIVE DIRECTOR

11
12 2/4/2021, 2020

By [Signature]
Name RICHARD B. MCKENNA
Title BOARD PRESIDENT

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

17 _____, 2020 By _____
City Manager

"City"

20 This Permit is approved as to form on _____, 2020.

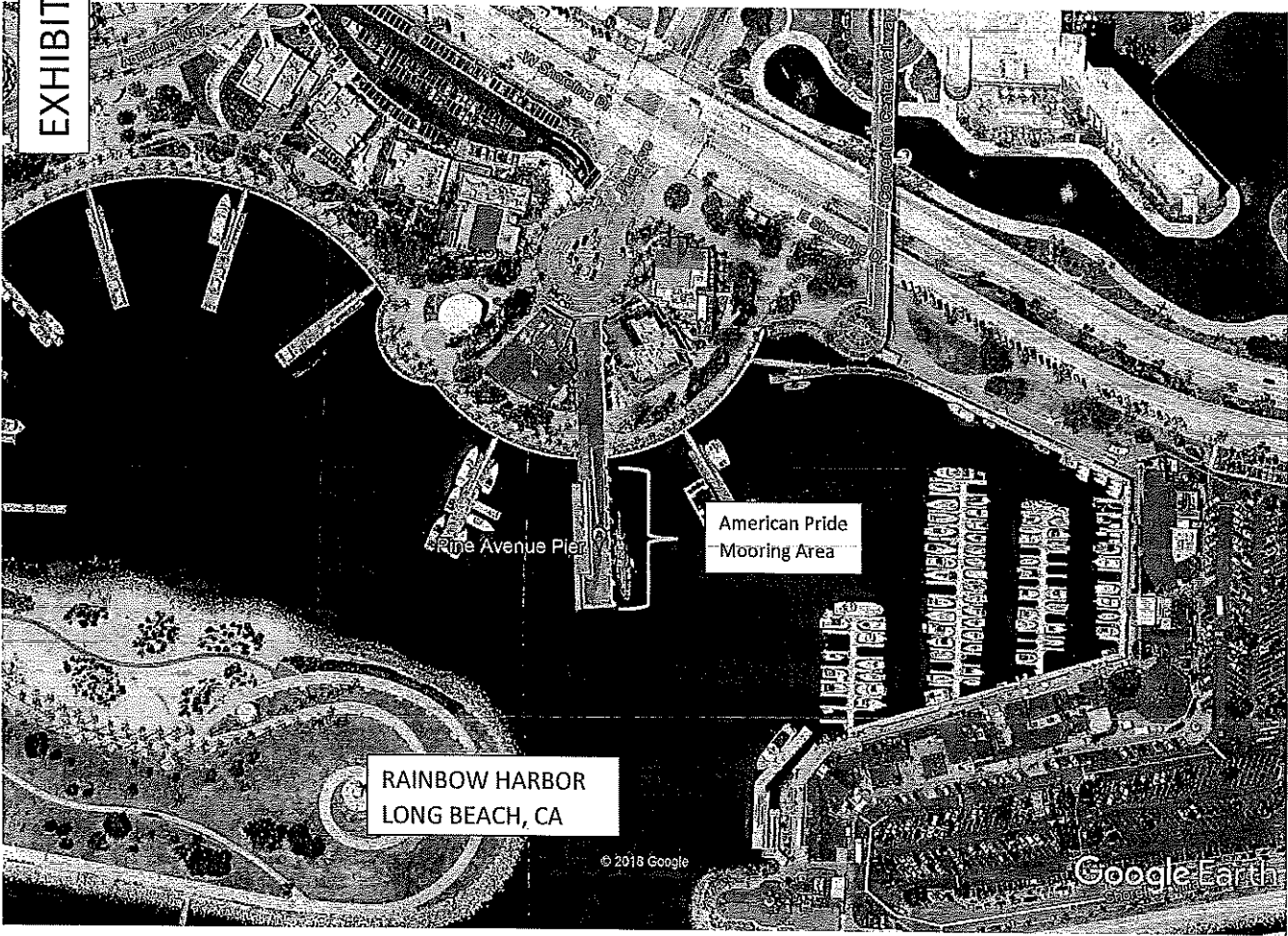
21 CHARLES PARKIN, City Attorney

22 By _____
23 Deputy

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EXHIBIT "A"

EXHIBIT A



RAINBOW HARBOR
LONG BEACH, CA

American Pride
Mooring Area

Pine Avenue Pier

© 2018 Google

Google Earth

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.

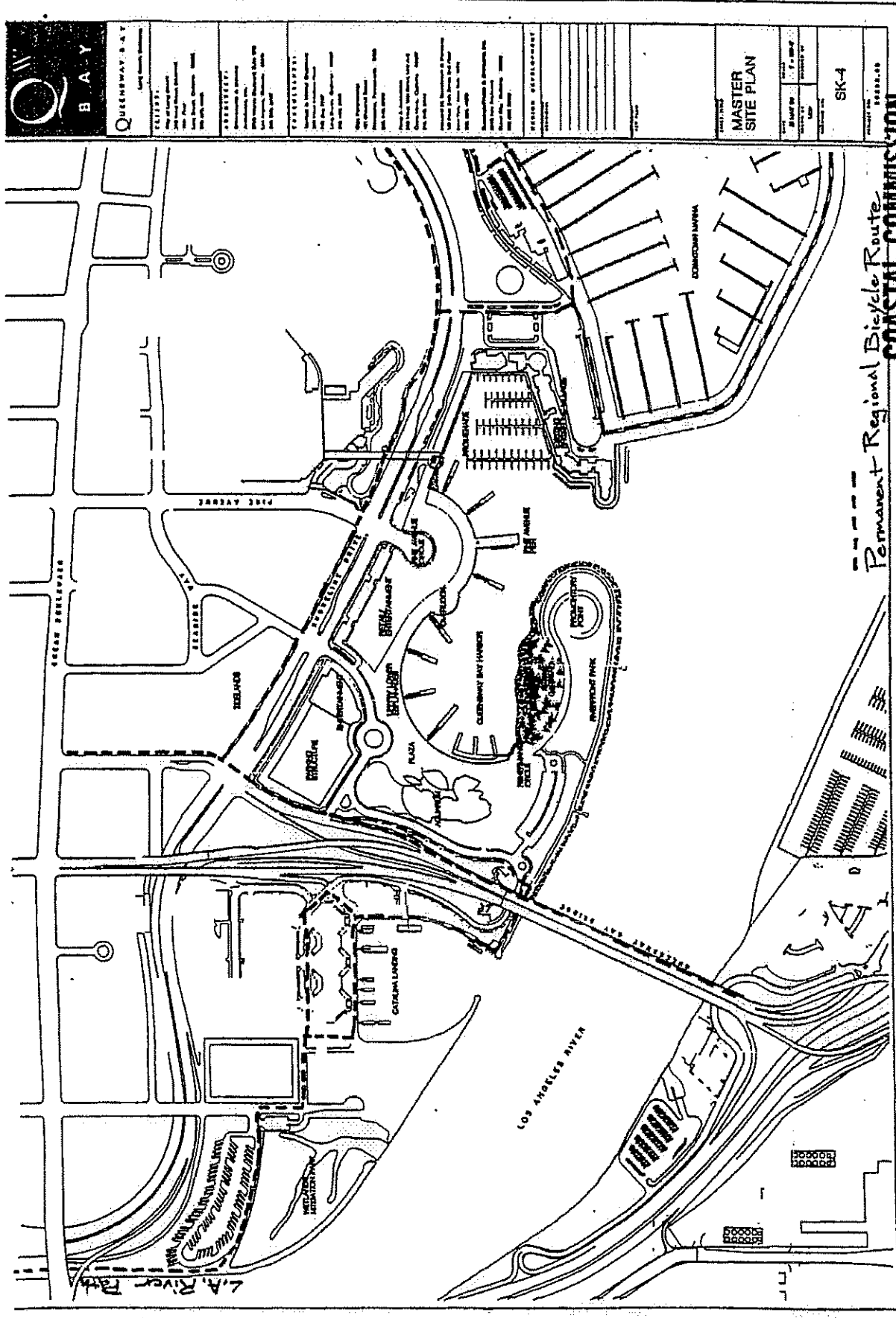
20. City Acceptance of Conditions

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

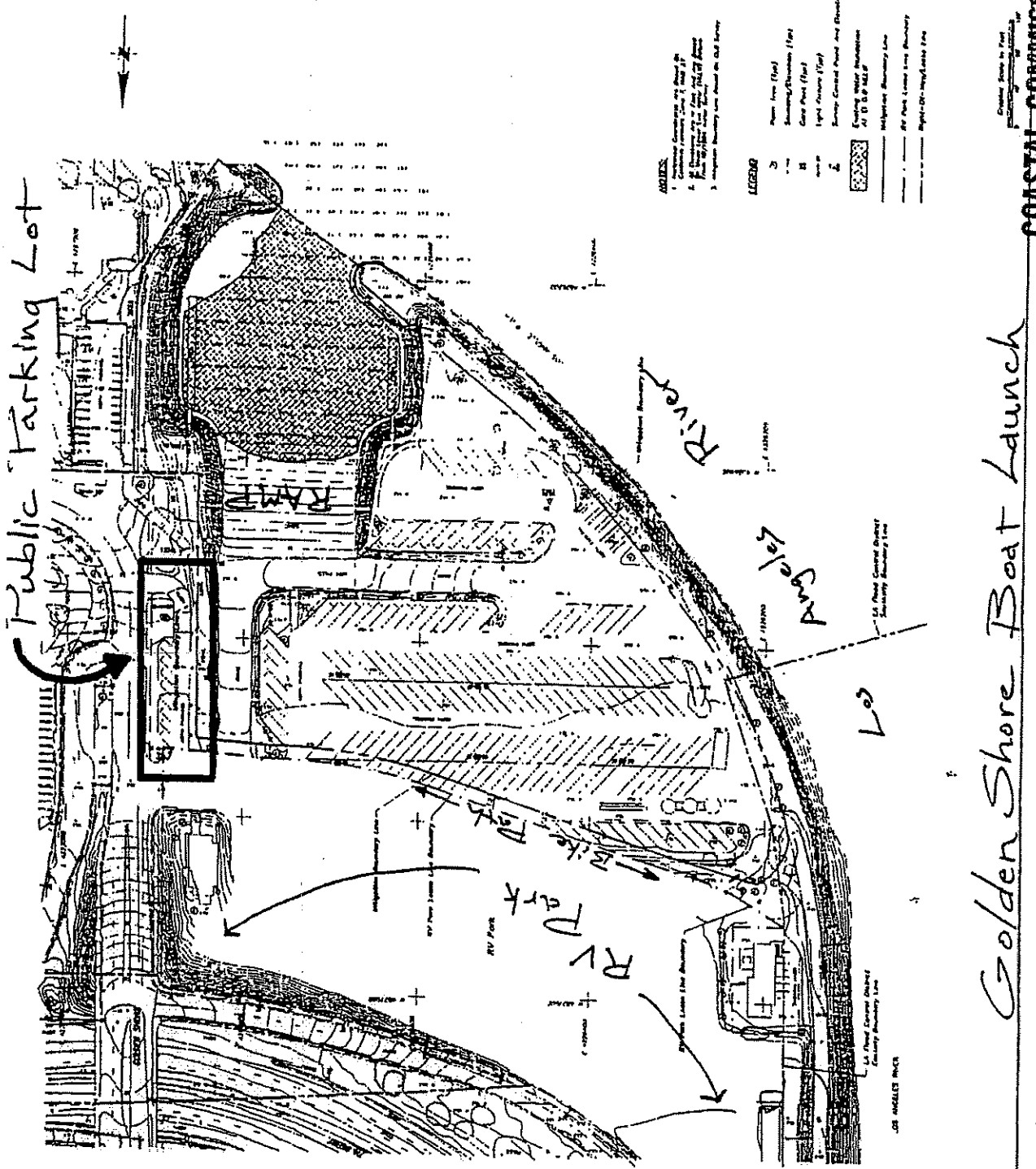


----- Final Regional Bicycle Route
 Permanent Regional Bicycle Route
COASTAL COMMISSION

EXHIBIT # 11
 PAGE 1 OF 1

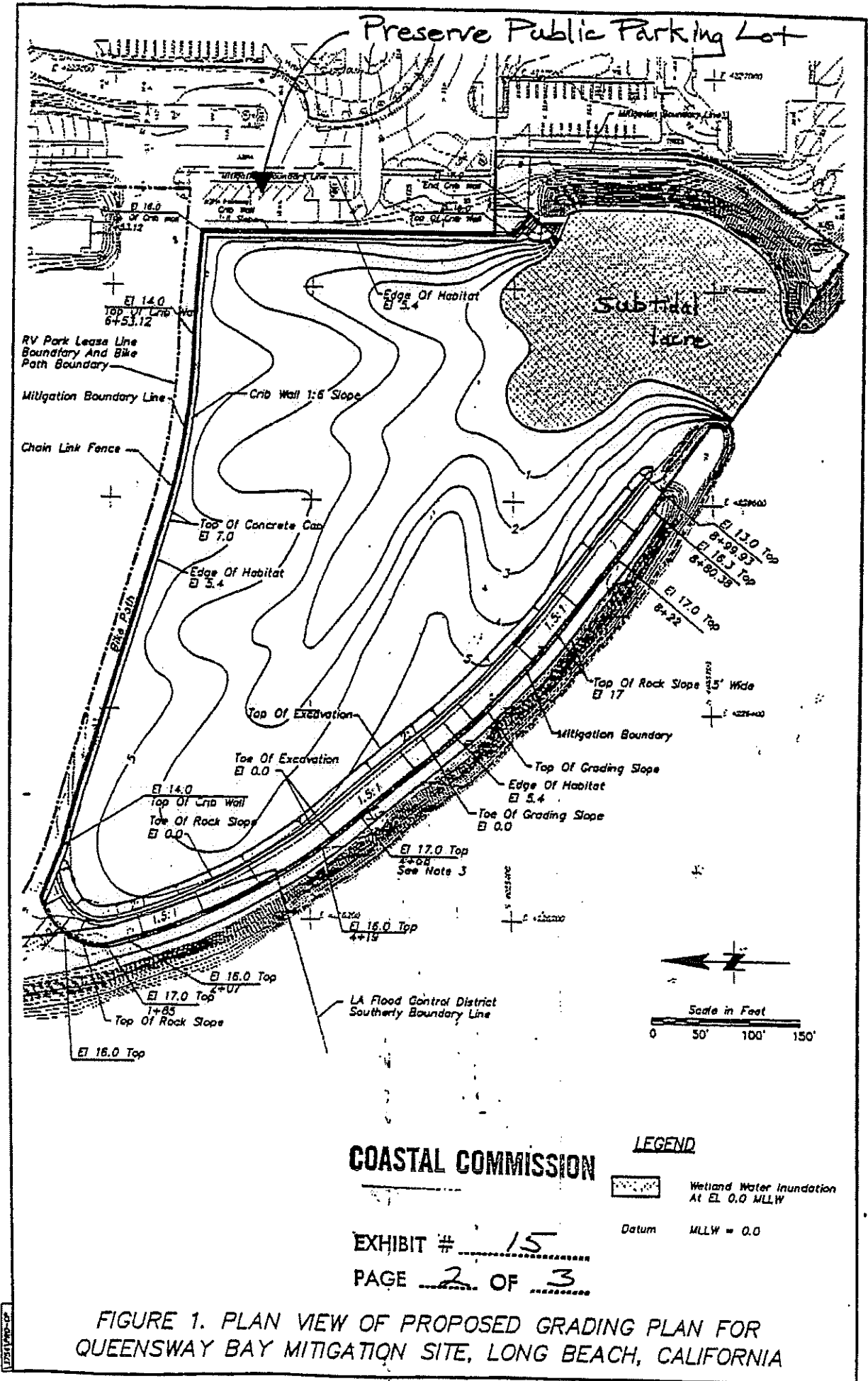
QUEENSWAY BAY ADDRESS: 10000 BAYVIEW BLVD, LOS ANGELES, CA 90048	
CLIENT: Queen'sway Bay 10000 Bayview Blvd Los Angeles, CA 90048	DESIGN DEVELOPMENT: Queen'sway Bay 10000 Bayview Blvd Los Angeles, CA 90048
DATE: 10/15/15	SCALE: AS SHOWN
REVISIONS: 1. 10/15/15: Initial Design Development 2. 10/20/15: Final Design Development 3. 11/05/15: Final Design Development	
PROJECT NO.: MTP-1 DATE: 10/15/15	

Public Parking Lot



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

1324199-02

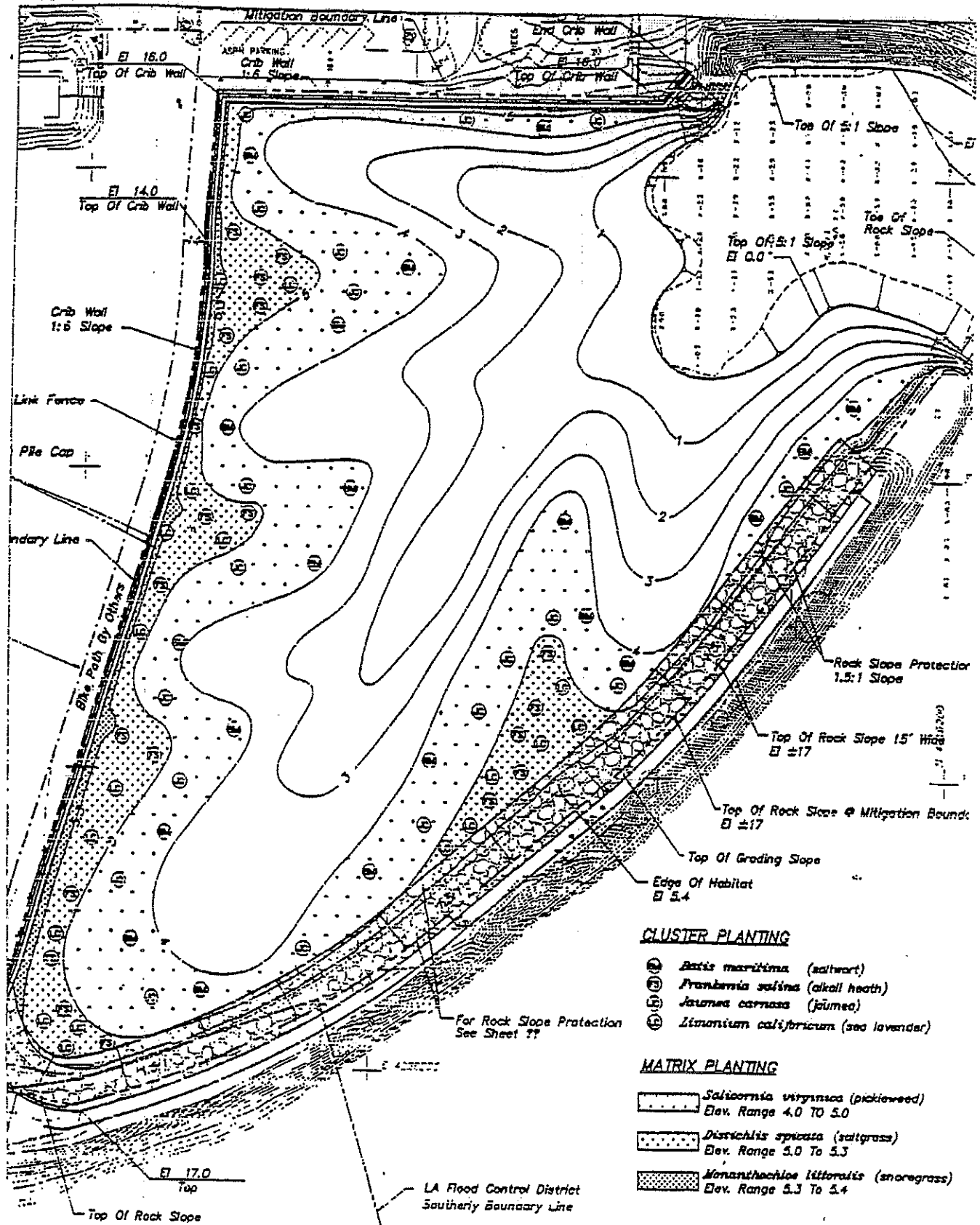


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

1 RESOLUTION NO. C- 26100

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

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

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

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

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

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

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

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

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

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

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

14 Noes: Councilmembers: None.

15
16 Absent: Councilmembers: Robbins.
17
18

19 Shelba Powell
20 City Clerk

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

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

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**

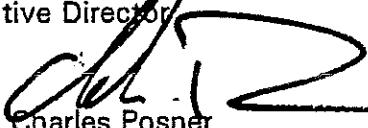
Permit Number 5-96-124 issued to City of Long Beach for:

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

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

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

By: Charles Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

Date: _____

Signature _____

CALIFORNIA COASTAL COMMISSION

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



5-96-124-A4

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

DATE January 19, 2000

Permit No: 5-96-124

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

for: **One-year time extension to comply with special condition nine of Coastal Development Permit 5-96-124.**

at: **200 W. Shoreline Drive And 199 So. Golden Shore, Long Beach (Los Angeles County)**

has been amended to include the following changes:

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

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

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

Sincerely,
PETER M. DOUGLAS
Executive Director

By: CHUCK POSNER
Coastal Program Analyst

ACKNOWLEDGMENT

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

Date: _____

Signature _____

STATE OF CALIFORNIA - THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
1000 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:blt

98161per.doc.

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