

PERMIT

30931

Pursuant to the provisions of Section 16.08.920 of the Long Beach Municipal Code and a minute order adopted by the City Council of the City of Long Beach, at its June 10, 2008 ^{EH} meeting, the CITY OF LONG BEACH ("City") hereby grants permission to MARINA SAILING CHARTERS, INC. with a business address of P.O. Box 535, Sunset, California 90742 ("Permittee") to use and occupy portions of the docks, the slips and end ties in the Rainbow Harbor and Rainbow Marina as determined by the Marine Bureau of the City's Department of Parks, Recreation and Marine ("Permit Area").

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

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

A. The Permit Area and the improvements thereof shall be used for the purpose of berthing Permittee's vessel(s) and for embarking and disembarking passengers in connection with the operation of a sailboat charter service at Rainbow Marina, except as referenced in subparagraph 2.D. below.

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

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

D. Permittee shall not operate scuba-diving charters, individual ticket sales

1 tours, sportfishing charters, or point-to-point water taxi service within the limits of
2 the City of Long Beach.

3 2.1. Delivery and Loading.

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

8 2.1.1. Delivery and Loading Hours.

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

12 2.2. Rainbow Harbor and Marina Rules and Regulations.

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

16 2.3. Customer Satisfaction.

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

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

20 equipment determined to be necessary for the safe operation of all personal vessels or
21 equipment furnished for public use by Permittee. Permittee shall meet before April 30 of
22 each year, with the City's Chief Lifeguard and Manager of Marinas and Beaches or other
23 designees to review emergency water safety requirements and instructions to be given to
24 the public for operation of Permittee's equipment, said Lifeguard being authorized to
25 determine any necessary safety equipment, and the circumstances attaching to its
26 requirement or use. The Permittee must initially submit to the City's Chief Lifeguard or his
27 designee and to the Manager, and thereafter before March 1 of each year, a list of
28 Permittee's equipment held for rental to the public.

1 4. WAIVER FORM. Permittee is required to have customers complete and
2 sign a waiver before participating/renting equipment. The form used by Permittee is
3 subject to review and approval by the City's Risk Manager and the City attorney.

4 5. TERM: The term of this Permit shall commence at 12:01 a.m. on April 1,
5 2008 and shall terminate at midnight on March 31, 2011. Notwithstanding the foregoing,
6 either party may terminate this Permit at any time for any or no reason upon ninety (90)
7 days' written notice to the other party. Upon termination of this Permit (whether by lapse
8 of time or otherwise), Permittee shall quit and surrender possession of the Permit Area
9 and remove its personal property therefrom. The term of this permit may be extended
10 beyond March 31, 2011, for one period of (2) two years.

11 6. COMPENSATION:

12 6.1. Dock Fee. Permittee shall pay to the City for the use of the Permit
13 Area the per lineal foot, per month, or other fee adopted by the City Council of the
14 City of Long Beach, occupied and/or reserved by Permittee for any time such slip
15 or end tie is so used. The Dock Fee shall be paid on or before the first day of each
16 month during the term of this Permit. The Dock Fee shall be paid in advance and
17 Permittee shall not have any right of abatement, deduction, set off, prior notice or
18 demand.

19 6.2. Permit Fee.

20 A. Permittee shall pay to the City percentage fees in amount of six percent
21 (6%) in year one; six percent (6%) in year two; and seven percent (7%) in year
22 three of Permittee's "gross receipts" (as that term is defined in subparagraph 6.5
23 below) derived from Permittee's Long Beach Operations or an annual minimum of
24 five thousand dollars (\$5,000.00), whichever is greater.

25 B. The annual minimum shall be paid in quarterly, due on January 10th for
26 the months of October, November and December; due on April 10th for the months
27 of January, February and March; due on July 10th for the months of April, May and
28 June, and due on October 10th for the months of July, August and September.

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

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

11 6.3. Adjustment of Minimum Payment.

12 In the event the term of this Permit is extended beyond the initial term, the
13 annual Minimum Payment shall be increased each year by the Consumer Price
14 Index (CPI) (all Urban Consumers) for the Los Angeles - Riverside - Orange
15 County, California area. The Minimum Payment shall not be reduced pursuant to
16 this section and each annual increase shall not exceed six percent (6%). The CPI
17 statistical data reported for the month of March each year shall be used to
18 calculate the increase in the Minimum Payment for the following calendar year.

19 6.4. Charges for Late Payments.

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

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

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

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

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

11 6.5. Gross Receipts. "Gross receipts" as used herein shall include the
12 following:

13 A. The gross selling price of all rentals/charities and equipment associated
14 with such 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 B. The gross selling price for all food, beverages, and other merchandise
17 or services sold or delivered by Permittee, its permitted licensees,
18 concessionaires, and persons, firms, or corporations aboard said vessels.

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

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

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

28 6.6. Statement of Gross Receipts.

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

3 Department of Parks, Recreation and Marine

4 2760 Studebaker Road

5 Long Beach, CA 90815-1697

6 Attention: Contract Management

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

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

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

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

22 8. AUDIT: The City shall be entitled during the initial term or any extension
23 thereof and within three (3) years after the expiration or termination of this Permit to
24 inspect, examine, and audit all Permittee's books of account, records, cash receipts, and
25 other pertinent data so City can ascertain Permittee's gross receipts. Permittee shall
26 cooperate fully with City in making any such inspection, examination, and audit. The
27 inspection, examination, or audit shall be conducted during usual business hours. If an
28 audit shows that there is a deficiency in the payment of any sum due the City, the

1 deficiency shall become immediately due and payable. The costs of the audit shall be
2 paid by the City unless the audit shows that Permittee understated gross receipts by
3 more than three percent (3%), in which case Permittee shall pay all City's costs of the
4 audit. If it is determined by an audit that there is an overpayment of percentage fees, a
5 refund shall become due from the City.

6 9. BOOKS OF ACCOUNT AND RECORDS:

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

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

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

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

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

26 C. For the purpose of ascertaining the number of Rainbow Harbor and
27 Rainbow Marina passengers, Permittee will submit monthly, in writing, vessel
28 schedules, including the name of the boat, and the passenger counts with the

1 gross receipts statements to the Accounting Section of the Department of Parks,
2 Recreation and Marine at the following address:

3 Department of Parks, Recreation and Marine
4 2760 Studebaker Road
5 Long Beach, CA 90815-1697
6 Attention: Accounting Section

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

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

25 E. Permittee shall keep within the City of Long Beach all of the books,
26 records, and other documents in the manner recited in this paragraph, and will
27 make said books, records and documents available for inspection, examination,
28 or audit by City or City's designated representative upon giving Permittee ten (10)

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

13 F. The receipt by City of any statement or any payment of compensation
14 for any period shall not bind City as to the correctness of the statement or
15 payment.

16 10. STANDARDS OF SERVICE. Permittee shall conduct business in a
17 manner acceptable to the City and shall have a sufficient number of employees
18 necessary to furnish the best service possible. All personnel used in serving the public
19 shall be clean, neat and orderly in appearance, and shall be uniformed and/or identified
20 in a manner acceptable to the Manager.

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

27 11. ATTENTION. Permittee shall devote time and attention to the
28 concession and shall promote, increase and develop the concession and render every

1 possible service and convenience to the public or shall appoint a manager to do so who
2 shall remain subject to the direction of control of Permittee. Any manager appointed by
3 Permittee shall have full authority for the concession or portion under his/her control.
4 Permittee shall employ individuals skilled in management of businesses similar to the
5 concession and Permittee shall encourage his manager to utilize sound business
6 methods.

7 12. CONTROL OF PREMISES. If necessary for the health, welfare or
8 safety of the public, or as a result of the revocation of this Permit, the City shall have the
9 right to enter the concession and immediately take possession of it and remove, relocate,
10 or use Permittee's items at Permittee's full cost and expense.

11 13. LAWS AND ORDINANCES. Permittee shall comply with all applicable
12 municipal, state and federal laws, rules, regulations, and ordinances and the directives or
13 instructions of the Manager relating to the concession. Failure to do so may result in the
14 immediate revocation of this Permit. Permittee shall obtain and display, as required, all
15 other permits or licenses.

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

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

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

27 16. UTILITIES: Permittee, at its cost, shall promptly pay or cause to be
28 paid all utility fees, costs and charges resulting from such use or assessments for utilities

1 levied against the Permit Area for any period during the term of this Permit. If Permittee
2 requires utilities which are beyond the capacity provided, Permittee shall coordinate and
3 submit request for additional services through the Manager of the Marine Bureau.

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

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

23 19. DAMAGE OR DESTRUCTION OF IMPROVEMENTS:

24 19.1. Responsibility for Repair. If any dock or improvement at any time on
25 the Permit Area shall be damaged or destroyed by any cause whatsoever during
26 the Permit term, Permittee shall, with reasonable promptness, report the damage
27 to the City. The City shall have responsibility to make repairs to replace the same,
28 to at least the condition existing immediately prior to such damage or destruction.

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

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

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

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

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

28 A. The restoration of the Permit Area has been completed;

1 B. The cost thereof has been paid in full; and

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

5 19.3. Procedure for Restoration of Improvements. Following damage to all
6 or any portion of the Permit Area, Permittee shall reimburse the City for restoration
7 of the Permit Area and/or the improvements thereon, whether or not insurance
8 proceeds are sufficient to do so.

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

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

26 Best and Company:

27 A. Commercial General Liability insurance (equivalent in coverage scope to
28 ISO form CG 00 01 11 85 or 11 88) in an amount not less than One Million Dollars

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

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

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

26 Any self-insurance program or self-insured retention must be approved separately
27 in writing by City and shall protect the City of Long Beach, its officials, employees, and
28 agents in the same manner and to the same extent as they would have been protected

1 had the policy or policies not contained retention provisions.

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

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

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

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

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

27 **21. INDEMNIFICATION:**

28 **21.1. General Indemnity.** Permittee shall defend and indemnify the City of

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

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

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

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

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

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

27 21.2. Environmental Release and Indemnification.

28 Permittee hereby agrees to hold harmless, defend and indemnify the City

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

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

1 under any other statute or common law principle of similar effect.

2 21.2.1. Exclusions.

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

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

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

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

14 21.3. Definition. "Hazardous material" means any substance:

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

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

25 C. Which is toxic, explosive, corrosive, flammable, infectious,
26 radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or
27 becomes regulated by governmental authority, agency, department,
28 commission, board, agency or instrumentality of the United States, the

1 State of California or any political subdivision thereof; or

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

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

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

18 23. VESSELS: Permittee agrees, with respect to its operation of charter
19 services and its use of the Permit Area, Permittee shall at all times comply with the
20 Rainbow Harbor Rules and Regulations of the City of Long Beach, including other
21 conditions herein:

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

1 pieces or excessive fading shall be permitted.

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

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

13 25. PARKING/TRAFFIC MANAGEMENT: Permittee and employees of
14 Permittee may be required to participate in a parking/traffic management program which
15 may designate parking areas for Permittee's employees.

16 26. STORAGE ON DOCKS: Storage of items on dock, except in dock
17 boxes/containers approved by City is prohibited.

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

22 Notwithstanding the foregoing, Permittee may grant subpermits, licenses or
23 concessions to others provided Permittee shall first obtain the written consent of the
24 Manager. The Manager shall not be required to give any consent to a proposed
25 subpermitting, licensing or grant of concession rights, unless and until Permittee has
26 submitted to the Manager such additional information regarding the identity of proposed
27 subpermittee, licensee or concessionaire and the terms and conditions of the proposed
28 transaction as may be required by the Manager to make a determination to grant or

1 withhold such consent. Further, the Manager shall have the right to impose such further
2 conditions in connection with the granting of consent as may be required to assure that
3 public health, safety, welfare and convenience will be best served by the proposed
4 subpermit, license or concession.

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

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

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

23 30. GENERAL PROVISIONS:

24 30.1. Notices, Demands and Communication Between the Parties. Written
25 notices, demands, and communication between City and Permittee shall be in
26 writing and shall be sufficiently given if personally served or if mailed by registered
27 or certified mail, postage prepaid, return receipt requested addressed as follows:
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TO CITY: City Manager
13th Floor, City Hall
333 West Ocean Boulevard
Long Beach, California 90802

WITH A COPY TO: Attn: Contract Management Division
2760 Studebaker Road
Long Beach, California 90815-1697

TO PERMITTEE: Marina Sailing Charters, Inc.
P.O. Box 535
Sunset, California 90742

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.

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

30.3. Defaults and Remedies.

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

1 prosecutes the steps to cure such default to completion.

2 30.3.2. Institution of Legal Actions. In addition to any other rights or
3 remedies, either party may institute legal action to cure, correct, or remedy any
4 default, to recover damages for any default, or to obtain any other remedy
5 consistent with the purpose of this Permit. Such legal actions must be instituted in
6 the South Branch of the Superior Court of the County of Los Angeles, State of
7 California, in an appropriate municipal court in that county, or in the Federal
8 District court in the Central District of California. The prevailing party in any action
9 commenced pursuant to this Permit shall be entitled to recover reasonable costs,
10 expenses and attorneys' fees.

11 30.3.3. Applicable Law. The laws of the State of California shall
12 govern the interpretation and enforcement of this Permit. Permittee during its use
13 and occupancy of the Permit Area shall at all times comply with all laws,
14 ordinances, rules, and regulations of and obtain permits from all federal, state, and
15 local governmental authorities having jurisdiction over the Permit Area, Permittee's
16 vessels and Permittee's activities thereon.

17 30.3.4. Service of Process. In the event any legal action is
18 commenced by Permittee against City, service of process on City shall be made
19 by personal service upon the City Clerk of the City, or in such other manner as
20 may be provided by law.

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

24 30.3.5. Rights and Remedies Are Cumulative. Except as otherwise
25 expressly stated in this Permit, the rights and remedies of the parties are
26 cumulative, and the exercise by either party of one or more such rights or
27 remedies shall not preclude the exercise by it, at the same or different times, of
28 any other rights or remedies for the same default or any other default by the other

1 party.

2 30.3.6. Inaction Not a Waiver of Default. Any failures or delays by
3 either party in asserting any of its rights and remedies as to any default shall not
4 operate as a waiver of any default or of any such rights or remedies or deprive
5 either such party of its right to institute and maintain any actions or proceedings
6 which it may deem necessary to protect, assert or enforce any such rights or
7 remedies.

8 30.3.7. Remedies. In the event of a default by Permittee, which is
9 not cured by Permittee within the times specified in this Permit, City without further
10 notice to Permittee, may declare this Permit and/or Permittee's right of possession
11 at an end and may reenter the Permit Area by process of law, in which event, City
12 shall have the right to recover from Permittee:

13 30.3.7.1. The worth at the time of award of the unpaid fees which
14 has been earned at the time of termination, plus interest;

15 30.3.7.2. The worth at the time of award of the amount by which the
16 unpaid fees which would have been earned after termination until the time of
17 award exceeds the amount of such fee loss that Permittee proves could have
18 been reasonably avoided, plus interest;

19 30.3.7.3. The worth at the time of award of the amount by which the
20 unpaid fees for the balance of the term after the time of award exceeds the
21 amount of such fee loss for the same period the Permittee proves could be
22 reasonably avoided, plus interest thereon; and

23 30.3.7.4. The remedies of City as hereinabove provided are
24 cumulative to the other provisions of this Permit.

25 30.4. Enforced Delay: Extension of Time of Performance. In addition to
26 other provisions of this Permit, performance by either party hereunder, shall not be
27 deemed to be in default where delays or defaults are unavoidable or performance
28 is rendered impracticable, due to war; enemy action; insurrection; civil disturbance,

1 strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of
2 public enemy; epidemics; quarantine restrictions; freight embargoes; lack of
3 transportation; governmental restrictions or moratoria; failure or inability to secure
4 materials or labor by reason of regulations or order of any governmental entity;
5 litigation including eminent domain proceedings or related legal proceedings, acts
6 or failure to act of the other party; acts or failure to act of any public or
7 governmental agency or entity; and the time for such performance shall be
8 extended for a period equal in length to such delay(s).

9 30.5. Partial Invalidity. If any term or provision of this Permit or the
10 application thereof to any party or circumstances shall, to any extent, be held
11 invalid or unenforceable, the remainder of this Permit, or the application of such
12 term or provisions, to persons or circumstances other than those as to whom or
13 which it is held invalid or unenforceable, shall not be affected thereby, and each
14 term and provision of this Permit shall be valid and enforceable to the fullest extent
15 permitted by law.

16 30.6 Right to Contest Laws. Permittee shall have the right after notice to
17 City to contest or to permit its subpermittees to contest by appropriate legal
18 proceedings, without costs or expense to City, the validity of any law, ordinance,
19 order, rule, regulation or requirement to be complied with by Permittee under this
20 Permit and to postpone compliance with the same except such laws as may be
21 adopted by City, provided such contest shall be promptly and diligently prosecuted
22 at no expense to City as long as City shall not thereby suffer any civil penalties,
23 sanction or be subjected to any criminal penalties or sanctions, and Permittee
24 shall protect and save harmless City against any liability and claims for any such
25 noncompliance or postponement of compliance.

26 30.7. Entire Agreement, Waivers and Amendments. This Permit
27 constitutes the entire understanding and agreement of the parties. This Permit
28 integrates all the terms and conditions mentioned herein or incidental hereto, and

1 supersedes all negotiations between the parties with respect to all or any part of
2 the subject matter hereof.

3 30.8. Waivers. All waivers of the provisions of this Permit must be in
4 writing by the appropriate authorities of City or Permittee and all amendments
5 hereto must be in writing by the appropriate authorities of City and Permittee.

6 30.9. Successors in Interest. The provisions of this Permit shall be binding
7 upon and shall inure to the benefit of the heirs, executors, assigns and successors
8 in interest of the parties hereto.

9 30.10. Nondiscrimination. In connection with performance of this
10 Agreement and subject to applicable laws, rules and regulations, Consultant shall
11 not discriminate in rendering services hereunder on the basis of race, color,
12 religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability,
13 handicap or veteran status.

14 30.11. No Joint Venture or Partnership. Nothing in this agreement shall be
15 construed as creating either a partnership or joint venture between the parties
16 hereto.

17 30.12. Jointly Drafted. This agreement is jointly drafted by the parties
18 hereto and it is not to be construed against either party as the drafter.

19 30.13. Municipal Powers. Nothing contained herein shall be construed as a
20 limitation upon powers of City as a chartered city of the State of California. This
21 Permit is entered into by City in its proprietary capacity and nothing contained
22 herein shall relieve Permittee from complying with all requirements, rules,
23 regulations or ordinances of the City of Long Beach.

24 30.14. No Mineral Rights. This Permit creates no rights in Permittee to
25 minerals, or proceeds from mineral production, which may lie below the Permit
26 Area including but not limited to any unitized oil.

27 30.15. No Relocation Benefits. Permittee shall have no rights to relocation
28 benefits mandated by the laws of the State of California as to this Permit Area.

1 30.16. Americans with Disabilities Act. Permittee shall have and be
2 allocated the sole responsibility to comply with the Americans with Disabilities Act
3 ("ADA") as may be applicable with respect to Permittee's operation and the
4 Permittee shall indemnify and hold City harmless from and against any claims of a
5 violation of the ADA.

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

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

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

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

22 33. FOURTH OF JULY: Permittee recognizes that it is the responsibility of
23 the City to maintain a safe and secure environment for the public at all times. Annually,
24 the Rainbow Harbor and Rainbow Marina area experiences exceptional visitor and
25 activity levels related to the 4th of July. To mitigate the impact to public safety and
26 security, the City may limit Rainbow Harbor and Rainbow Marina activity. Permittee
27 agrees to be bound by reasonable restrictions on its activities in or around the Permit
28 Area on such day or day(s) of 4th of July activities each year of the term of this Permit.

1 Such restrictions may include limitations on the hours businesses may operate including
2 those of Permittee in the Permit Area. Permittee waives any and all claim that it might
3 ever have against City as a result of any adverse impact on its operations or business as
4 a result of City restrictions.

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

11 35. EMPLOYMENT COOPERATION. Permittee acknowledges that the
12 Queensway Bay Project, including Permittee's operations under this Permit, is subject to
13 the hiring requirements set forth in 24 C.F.R. Section 570.209. Such requirements
14 mandate that the Queensway Bay Project create 1,143 new jobs for low- or moderate-
15 income persons (as defined in 24 C.F.R. Section 570.3) (hereinafter 'low-income hires').
16 Accordingly, Permittee agrees that it shall use good faith efforts to create such low
17 income hires, and shall report to the City of Long Beach, on an annual basis, the name,
18 position, date of hire and income level for all low-income hires for its operations under
19 this Permit. Permittee further agrees that all permits, subpermits, concession
20 agreements and licenses entered into by Permittee regarding any portion of the permit
21 area shall require that all subpermittees, concessionaires and licensees comply with such
22 requirements. In furtherance of these requirements, Permittee agrees that it will
23 reasonably cooperate with the City of Long Beach, through its Training and Employment
24 Development Officer and staff with recruitment, screening and tracking. In implementing
25 such efforts, the City of Long Beach, through its Training and Development Officer and
26 staff, will provide to Permittee and all Queensway Bay permittees, subpermittees,
27 concessionaires and licensees, staff assistance, at no cost, to pre-screen and qualify all
28 potential job applicants. Such services include assisting with community outreach to

1 recruit qualified job applicants and conducting pre-screening sessions to determine the
2 most qualified applicants for jobs. All qualification and hiring decisions will be made by
3 Permittee or its subpermittees, concessionaires or licensees. As part of its
4 implementation program, the City of Long Beach will also provide for up to 240 hours of
5 on-the-job training if the employee is determined to need such training and he/she meets
6 Federal Job Training Partnership Act (JTPA) program eligibility. The City of Long Beach
7 Training and Employment Development Officer is responsible for providing the staff
8 necessary for pre-employment assistance. The requirements set forth in this Section
9 shall terminate upon the City's written verification that 1,143 low-income hires have been
10 created for the Queensway Bay Project.

11 MARINA SAILING CHARTERS, INC.

12 6/24, 2008

By: Chris Thiem CHRIS THIEM

13 6/24, 2008

By: Chris Thiem CHRIS THIEM

14 "PERMITTEE"

15
16 CITY OF LONG BEACH, a
17 municipal corporation

18 10.30, 2008

By: Jim Assistant City Manager
City Manager

19 "CITY"

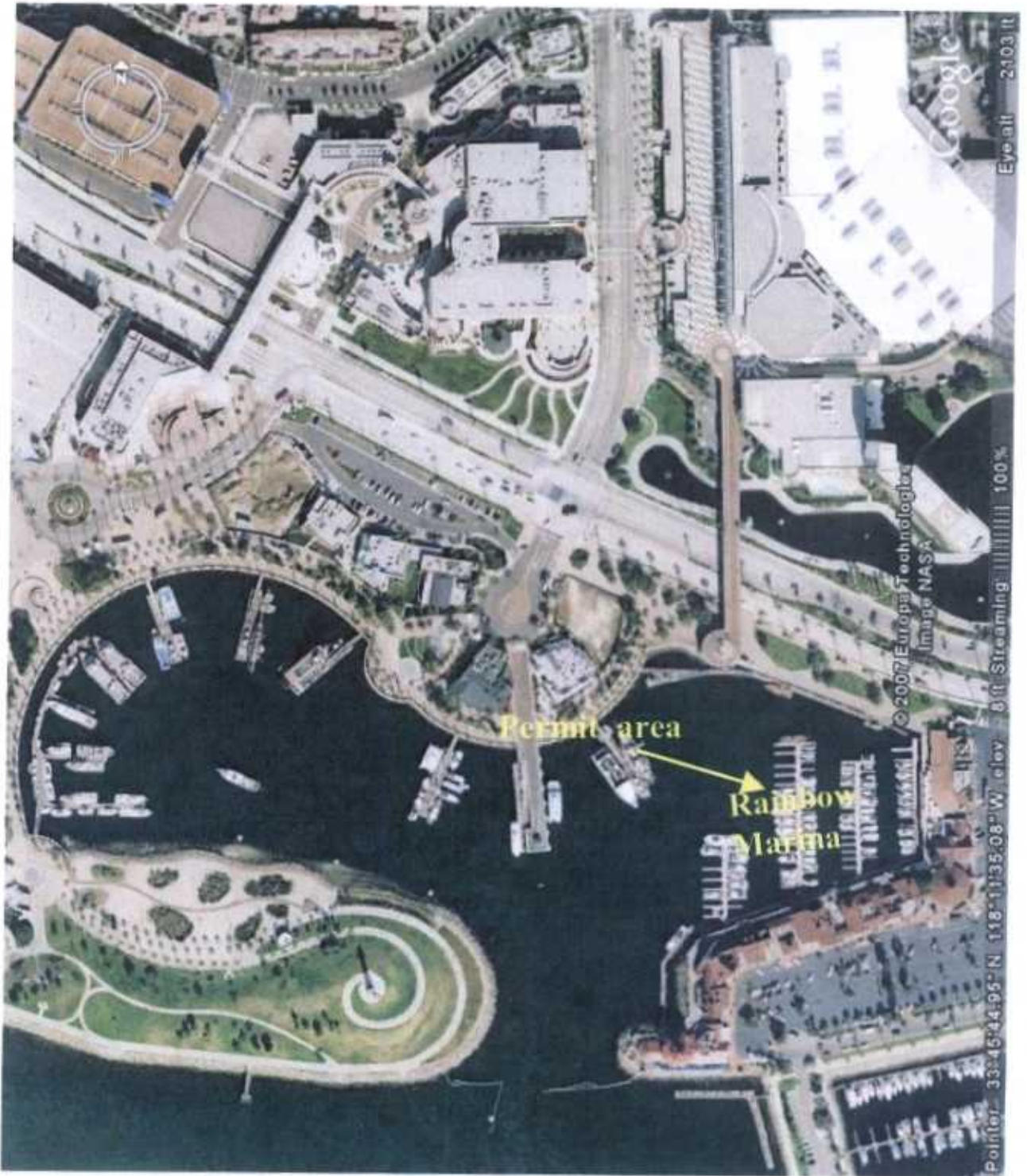
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

20
21 Approved as to form, this 23rd day of October, 2008.

22 ROBERT E. SHANNON, City Attorney

23 By: Shirley J. Anderson
24 Deputy

Exhibit A



Marina Sailing

Marina Sailing Permitted Slips

EXHIBIT A

| Permit | Slip | Vessel |
|---------|------|------------------|
| 1342649 | 5006 | KNOT ON CALL |
| 1342357 | 5008 | REFLECTIONS |
| 1343318 | 5010 | DELFINA |
| 1342756 | 5016 | INDONESIAN GRACE |
| 43973 | 5020 | VAGRANT |
| 1343317 | 5022 | LEE MARIE |
| 1342109 | 5024 | DUST IN THE WIND |
| 1342653 | 5026 | TURKANA II |
| 46639 | 5028 | WHITE EAGLE |
| 47120 | 5029 | AREAREA |
| 1342651 | 5030 | FRIESLAND FLYER |
| 47802 | 5032 | TACKFULLY |
| 48070 | 5035 | GOOD GRIEF |
| 1343071 | 5037 | WIZARD |
| 47297 | 5041 | QUIVER |
| 1342698 | 5045 | BAMBOOZLED |
| 48071 | 5046 | BLUE GOOSE |
| 1342823 | 5047 | MORE GRIEF |
| 43281 | 5048 | ARROW |
| 40971 | 5050 | ARTIMIS |
| 47803 | 5053 | JELLIS |
| 47171 | 5055 | ARIENNE |
| 1343123 | 5084 | PRINCESS AMANDA |
| 1343119 | 5080 | BARR-NACKLE |

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.

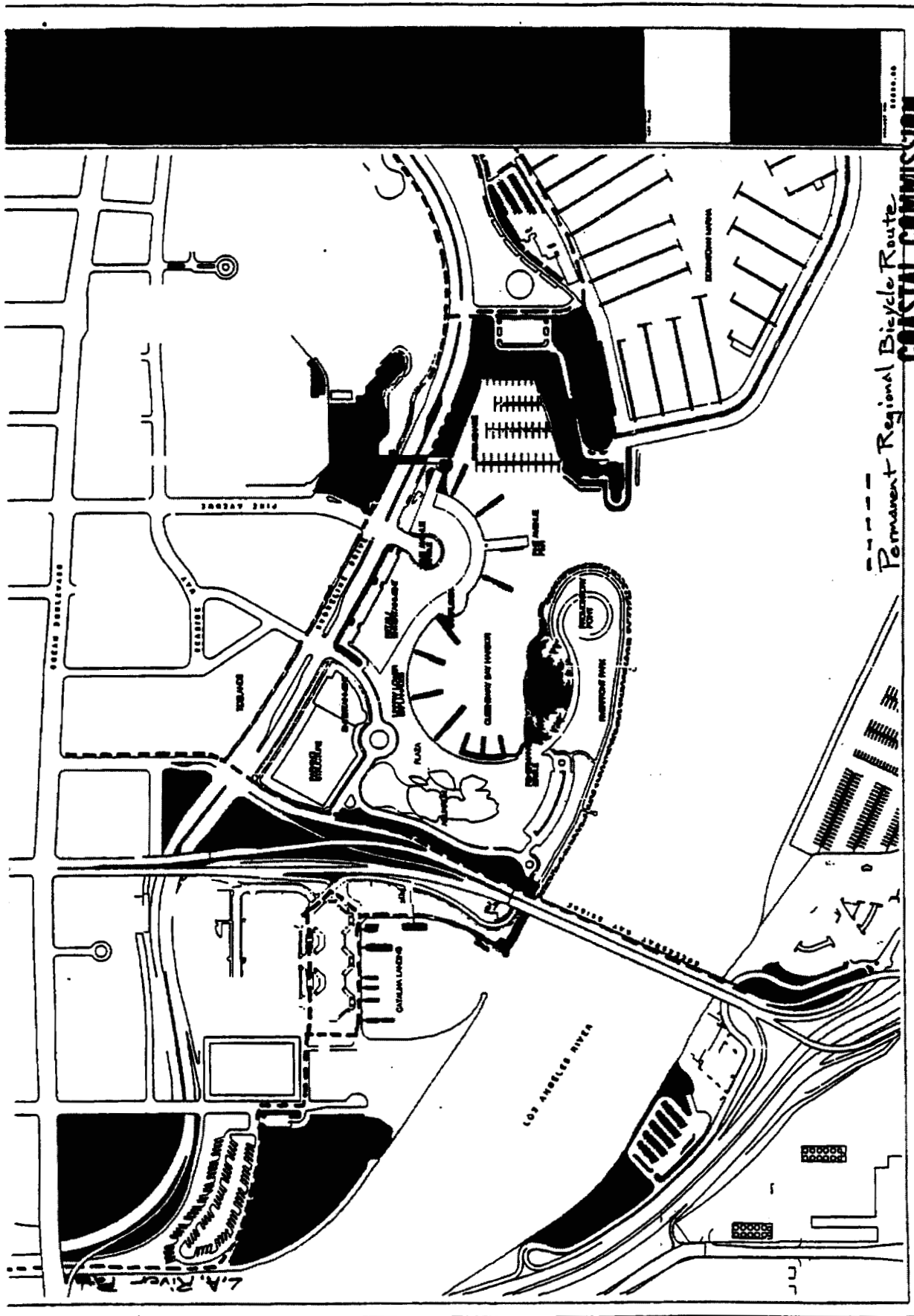
20. City Acceptance of Conditions

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

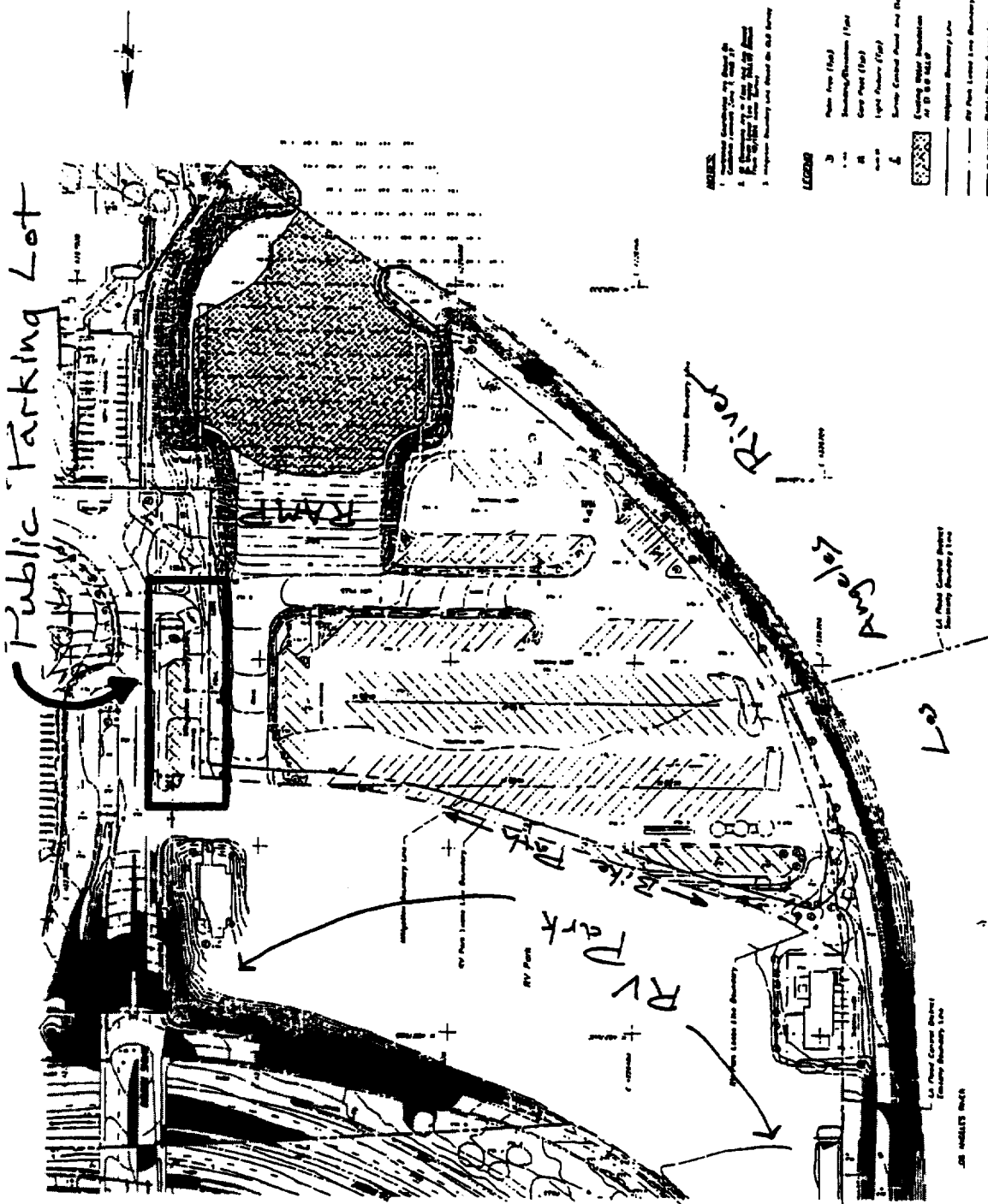
7727F



Permanent Regional Bicycle Route
COASTAL COMMISSION

----- Final Regional Bicycle Route

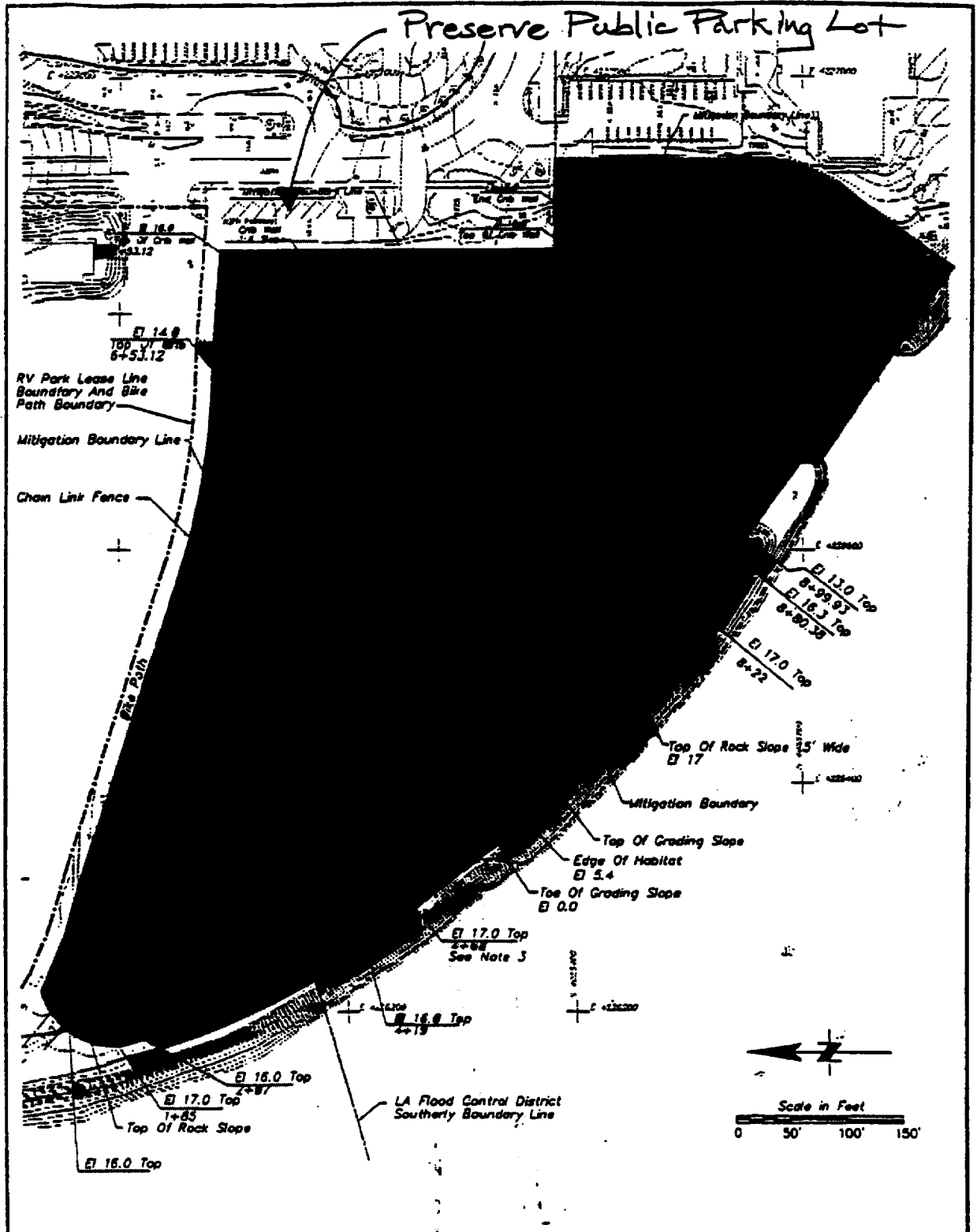
Public Parking Lot



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

12/15/88-P

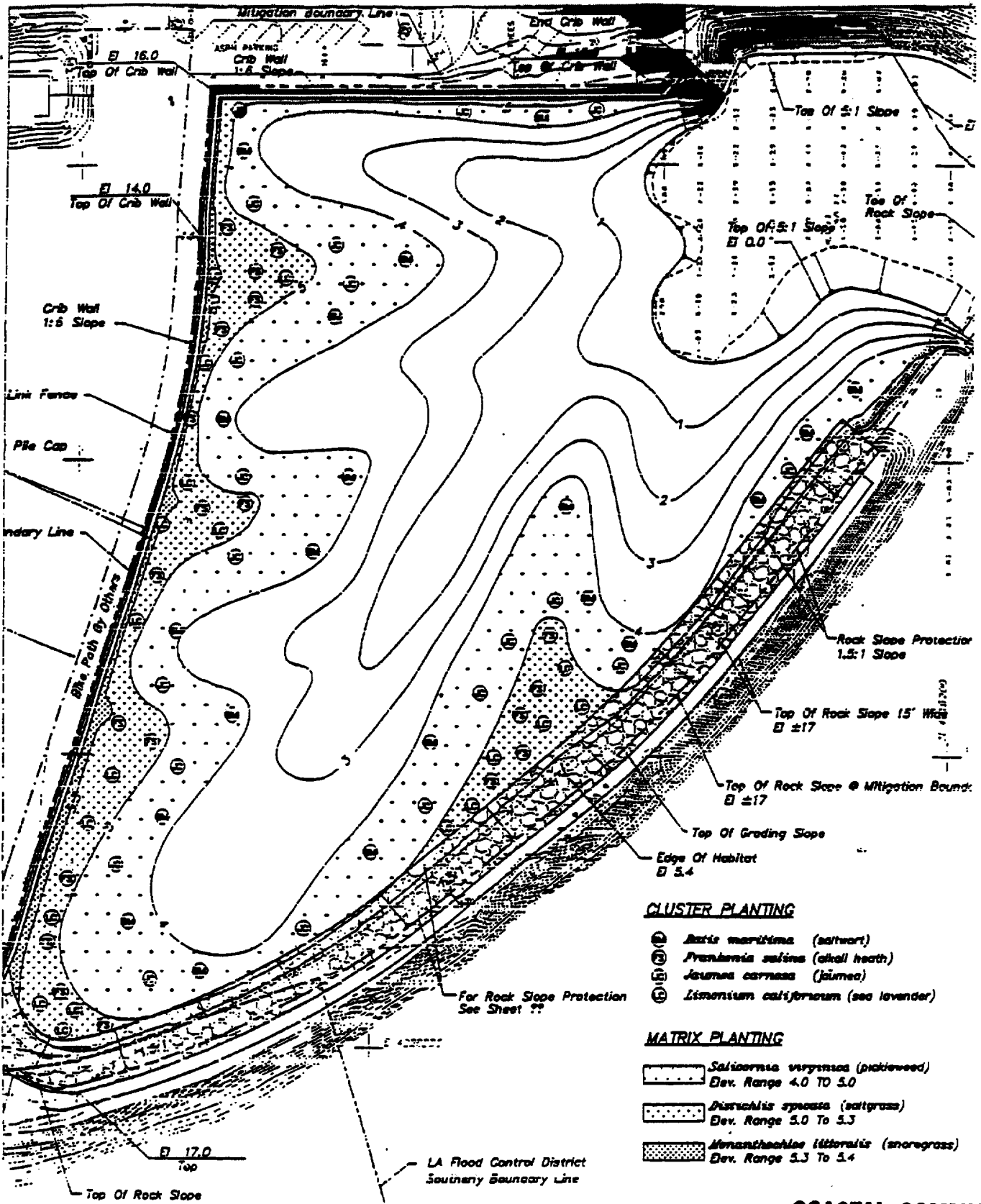


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4864
(310) 570-2200

RESOLUTION NO. C- 26100

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

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

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

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

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

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

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

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

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

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

| | | | |
|----|---------|-----------------|--------------------------------------|
| 11 | Ayes: | Councilmembers: | <u>Oropeza, Lowenthal, Drummond,</u> |
| 12 | | | <u>Roosevelt, Topsy-Elvord,</u> |
| 13 | | | <u>Donelon, Kellogg, Shultz.</u> |
| 14 | Noes: | Councilmembers: | <u>None.</u> |
| 15 | | | <u></u> |
| 16 | Absent: | Councilmembers: | <u>Robbins.</u> |
| 17 | | | <u></u> |

18
19 Shelba Powell
20 City Clerk

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

CALIFORNIA COASTAL COMMISSION

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

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT****5-96-124-A2****page 1 of 2****August 20, 1997**

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

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

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

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

PETER M. DOUGLAS
Executive Director

By: 
Charles Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

Date: _____

Signature _____

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

5-96-124-A2

Page: 2

SPECIAL CONDITIONS:

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

CP:

96-124-A2

CALIFORNIA COASTAL COMMISSION

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

**IMMATERIAL AMENDMENT**
TO COASTAL DEVELOPMENT PERMIT

November 13, 1998

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

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

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

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

PETER M. DOUGLAS
Executive Director


By: Charles Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

Date: _____

Signature _____

CALIFORNIA COASTAL COMMISSION

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



5-96-124-A4

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

DATE January 19, 2000

Permit No: 5-96-124

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

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

has been amended to include the following changes:

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

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

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

Sincerely,
PETER M. DOUGLAS
Executive Director

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

By: CHUCK POSNER
Coastal Program Analyst

ACKNOWLEDGMENT

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

Date: _____

Signature _____

STATE OF CALIFORNIA - THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

CALIFORNIA COASTAL COMMISSION

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

RECEIVED
South Coast Region



DEC 8 - 2004

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

December 3, 2004
Page 1 of 1

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

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

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

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

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

PETER M. DOUGLAS
Executive Director

By: Charles R. Posner
Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

Date: 12/4/04

Signature Barbara Long

EXHIBIT

C

CALIFORNIA COASTAL COMMISSION

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

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



COASTAL DEVELOPMENT PERMIT

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

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

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

PETER DOUGLAS
Executive Director

By: 
Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

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

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

Date

Signature of Permittee

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

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 2 of 4

STANDARD CONDITIONS

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

SPECIAL CONDITIONS:

1. **Public Boat Docks**

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

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 3 of 4

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

2. Public Parking

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

3. Temporary Trailer

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

4. Shoreline Park and Rainbow Esplanade

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

5. Leases to Private Operators

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

6. Assumption of Risk

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

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 4 of 4

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

CP:bl

98161per.doc.

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

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

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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

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- 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.

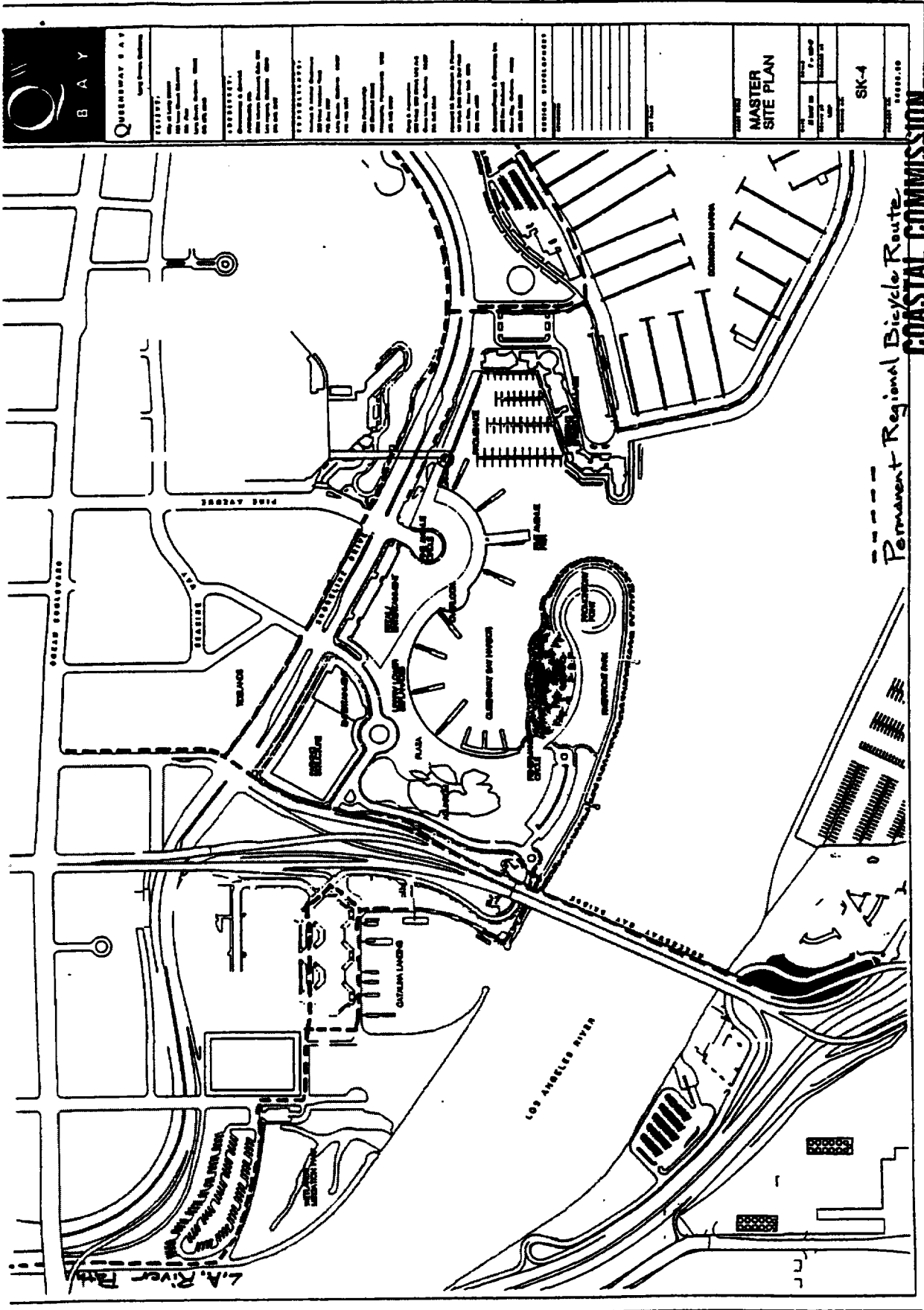
20. City Acceptance of Conditions

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

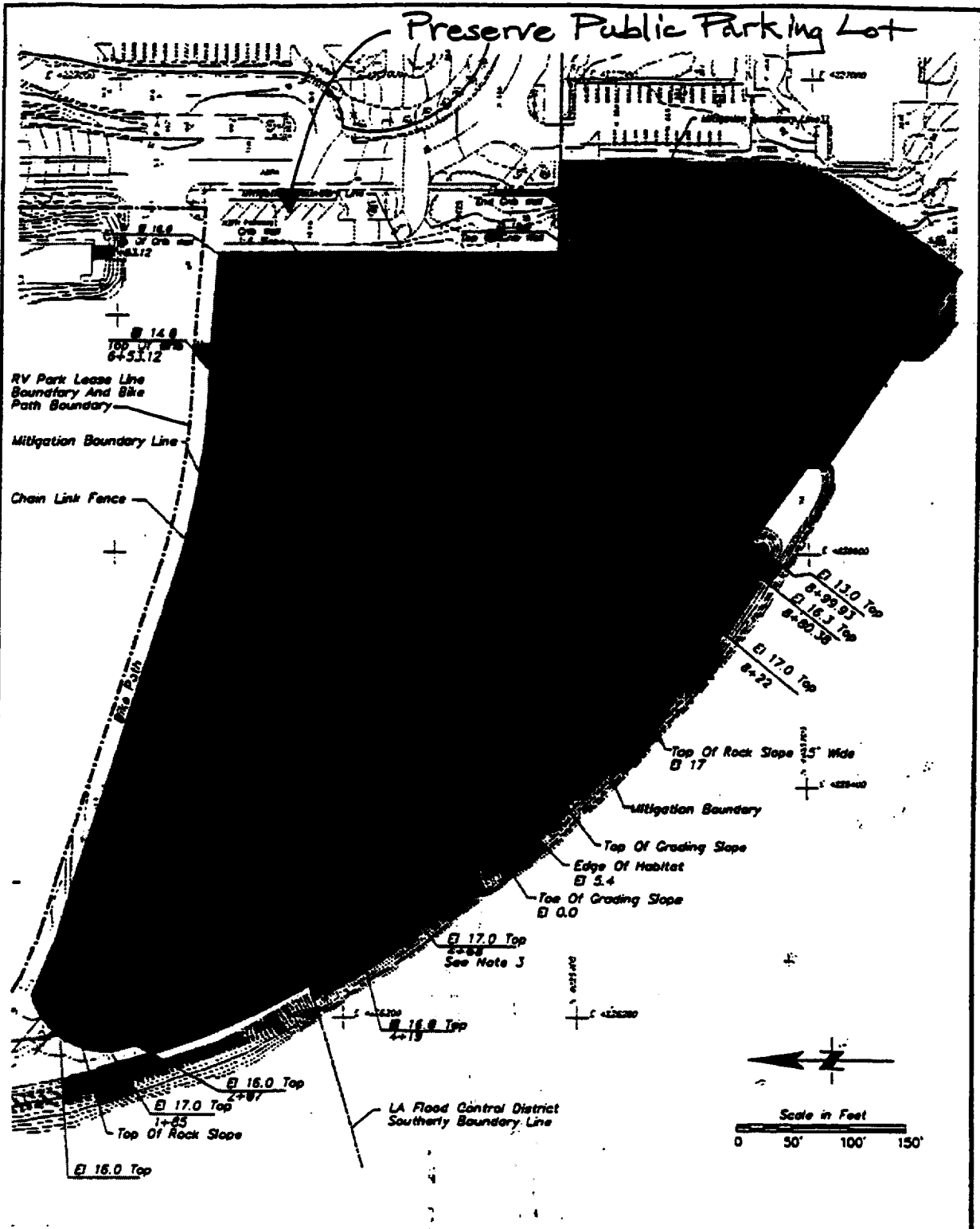
Attach Exhibit Nos. 11 & 15

7727F



----- Final Regional Bicycle Route

Preserve Public Parking Lot



COASTAL COMMISSION

LEGEND


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

EXHIBIT # 15
 PAGE 2 OF 3

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

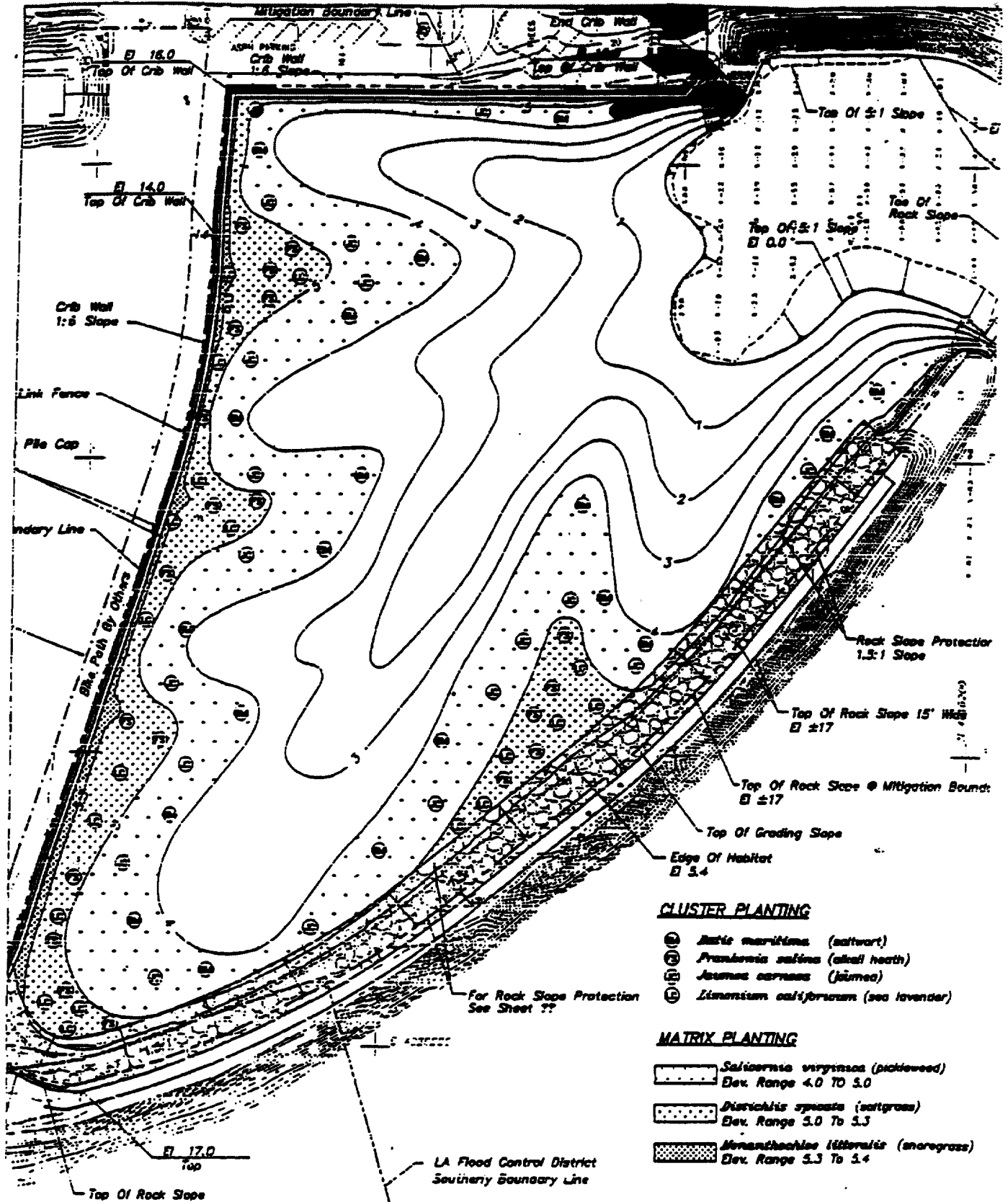


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

EXHIBIT # 15

PAGE 3 OF 3

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4884
(310) 570-2200

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

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

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

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

| | | | |
|----|---------|-----------------|--------------------------------------|
| 11 | Ayes: | Councilmembers: | <u>Oropeza, Lowenthal, Drummond,</u> |
| 12 | | | <u>Roosevelt, Topsy-Elvord,</u> |
| 13 | | | <u>Donelon, Kellogg, Shultz.</u> |
| 14 | Noes: | Councilmembers: | <u>None.</u> |
| 15 | | | <u>_____</u> |
| 16 | Absent: | Councilmembers: | <u>Robbins.</u> |
| 17 | | | <u>_____</u> |

18
19 Shelba Powell
20 City Clerk

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

CALIFORNIA COASTAL COMMISSION

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

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT****5-96-124-A2****page 1 of 2****August 20, 1997**

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

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

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

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

PETER M. DOUGLAS
Executive Director

By: 
Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

Date: _____

Signature _____

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

5-96-124-A2

Page: 2

SPECIAL CONDITIONS:

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

CP:

96-124-A2

CALIFORNIA COASTAL COMMISSION

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

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

COASTAL DEVELOPMENT PERMIT

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

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

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

PETER DOUGLAS
Executive Director

By: 
Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

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

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

Date

Signature of Permittee

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

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 2 of 4

STANDARD CONDITIONS

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

SPECIAL CONDITIONS:

1. **Public Boat Docks**

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

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 3 of 4

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

2. Public Parking

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

3. Temporary Trailer

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

4. Shoreline Park and Rainbow Esplanade

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

5. Leases to Private Operators

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

6. Assumption of Risk

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

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 4 of 4

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

CP:bl

98161per.doc.

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