



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

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

10 5. TERM: The term of this Permit shall commence at 12:01 a.m. on  
11 May 1, 2008 and shall terminate at midnight on April 30, 2018.

12 Notwithstanding the foregoing, either party may terminate this Permit at any time for any  
13 or no reason upon ninety (90) days written notice to the other party. Upon termination of  
14 this Permit (whether by lapse of time or otherwise), Permittee shall quit and surrender  
15 possession of the Permit Area and remove its personal property therefrom. The term of  
16 this permit may be extended beyond April 30, 2018, for two five year periods.

17 6. COMPENSATION:

18 6.1. Monthly Fee. Permittee shall pay to the City for the use of the Permit  
19 Area, ten percent (10%) per month of Permittee's gross program revenues (as  
20 defined in subparagraph 6.5 below). The Monthly Fee shall be paid on or before  
21 the first day of each month during the term of this Permit.

22 6.2. Adjustment of Monthly Fee.

23 In the event the term of this Permit is extended beyond the initial term, the  
24 Monthly Fee shall be increased each year by the Consumer Price Index (CPI) (all  
25 Urban Consumers) for the Los Angeles - Riverside - Orange County, California  
26 area. The Monthly Fee shall not be reduced pursuant to this section and each  
27 annual increase shall not exceed eight (8) percent. The CPI statistical data  
28 reported for the month of March each year shall be used to calculate the increase

1 in the Monthly Fee for the following calendar year.

2 6.3. Charges for Late Payments.

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

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

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

16 6.4. Gross Revenue. "Gross revenue" as used herein shall include the  
17 following:

18 A. The gross revenue generated from Mooring vessels as well as revenue  
19 generated from the rental of equipment associated with mooring.

20 B. Gross revenue shall include sales for cash, credit, or services whether  
21 collected or not.

22 C. Gross revenue shall be reported for the month received.

23 6.5. Statement of Gross Revenue.

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

26 Department of Parks, Recreation and Marine  
27 2760 Studebaker Road  
28 Long Beach, CA 90815-1697

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Attention: Contract Management

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

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

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

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

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

1                   9. BOOKS OF ACCOUNT AND RECORDS:

2                   A. Permittee shall keep, within the City of Long Beach, complete and  
3 accurate books of account, records, cash receipts, and other pertinent data  
4 showing all gross revenue, all in accordance with generally accepted accounting  
5 principles.

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

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

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

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

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

23                   1. Daily cash register summary tapes and sealed, continuous cash  
24 register tapes or prenumbered sales slips or computer transaction receipts  
25 on transaction summary reports;

26                   2. A single, separate bank account into which all receipts of business  
27 or other revenue from operations on or from the Permit Area are deposited;

28                   3. All bank statements detailing transactions in or through any

1 business bank account;

2 4. Daily or weekly sales capitulations;

3 5. A general ledger or a summary record of all cash receipts and  
4 disbursements from operations on or from the Permit Area;

5 6. Copies of all tax returns filed with any governmental authority that  
6 reflect in any manner sales, income, or revenue generated in or from the  
7 Permitted Area, including, but not limited to, federal income tax returns and  
8 state sales or use tax returns;

9 7. Other records or accounts that City may reasonably require in  
10 order to ascertain, document, or substantiate gross receipts.

11 E. The receipt by City of any statement or any payment of compensation  
12 for any period shall not bind City as to the correctness of the statement or  
13 payment.

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

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

25 11. CONTROL OF PREMISES. If necessary for the health, welfare or  
26 safety of the public, or as a result of the revocation of this Permit, the City shall have the  
27 right to enter the Premises and immediately take possession of it and remove, relocate,  
28 or use Permittee's items at Permittee's full cost and expense until arrangements can be

1 made by the City for other items to replace those of Permittee.

2 12. LAWS AND ORDINANCES. Permittee shall comply with all applicable  
3 municipal, state and federal laws, rules, regulations, and ordinances and the directives or  
4 instruction of the Manager relating to the operation of Permittee's business. Failure to do  
5 so may result in the immediate revocation of this Permit. Permittee shall obtain and  
6 display, as required, all other permits or licenses.

7 13. IMPROVEMENTS: Permittee shall not install, erect, or construct any  
8 building, improvement, or structure on the Permit Area nor alter the same without the  
9 prior written approval of the Manager. In the event Permittee, with the prior written  
10 approval of the Manager, makes any improvement to the structures within the Permit  
11 Area, title to any such improvement shall vest in the City.

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

14 14. ADVERTISING:

15 14.1. Advertising Signs. Permittee, at its cost, may place or erect and  
16 maintain signs on the Permit Area, provided that Permittee obtains prior written  
17 approval from the Manager, Marina Bureau. Further, Permittee's sign shall be in  
18 compliance with City's sign ordinance and conditions of the Department of Parks,  
19 Recreation and Marine.

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

25 16. MAINTENANCE AND REPAIR: Permittee shall be solely responsible  
26 for maintaining the Permit Area and the improvements thereon in good condition and  
27 repair, reasonable wear and tear accepted. City shall not be required to dredge the  
28 Permit Area or adjacent area of the Los Angeles river. Neither the City nor its officers or

1 employees shall be liable and Permittee waives all claims for damage to its vessels or its  
2 business as a result of any such condition. Permittee's vessels and their gear and  
3 Permittee's property thereon shall be at the Permit Area at Permittee's risk and the City  
4 shall not be liable for any damage thereto or theft or appropriation thereof.

5 17. DAMAGE OR DESTRUCTION OF IMPROVEMENTS:

6 17.1. Responsibility for Repair. If any mooring or improvement at any time  
7 on the Permit Area shall be damaged or destroyed by any cause whatsoever  
8 during the Permit term, Permittee shall, with reasonable promptness, report the  
9 damage to the City. The City shall have responsibility to make repairs to replace  
10 the same, to at least the condition existing immediately prior to such damage or  
11 destruction. The Permittee shall be responsible for reimbursing the City for the pro  
12 rata share of expenses incurred to repair or replace the damage or destruction to  
13 the Permit Area to the extent contributed to by the act or omission of Permittee, its  
14 employees or agents. Permittee shall be responsible for reimbursing the City even  
15 though the proceeds of any insurance policies covering the loss ("Insurance  
16 Proceeds") may be insufficient to reimburse Permittee therefore; provided,  
17 however, that if such proceeds of insurance are more than sufficient to pay the  
18 cost of any such rebuilding, Permittee shall be entitled to receive any surplus. City  
19 at its discretion may authorize Permittee to make repairs to replace the same to at  
20 least the condition existing immediately prior to such damage or destruction. Such  
21 authorization shall be in writing.

22 17.2. Insurance Proceeds. Insurance Proceeds shall be held by an  
23 Insurance Trustee mutually agreed to by the parties, but shall be paid to the  
24 Permittee or as Permittee may direct from time to time as the restoration of the  
25 Permit Area progresses, to pay or reimburse City for the cost of such restoration  
26 upon the written request of City accompanied by evidence satisfactory to the  
27 Insurance Trustee that:

28 A. An amount equal to the amount requested is then due and payable or

1 has been paid and is properly a part of such cost of restoration;

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

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

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

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

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

15 17.3. Procedure for Restoration of Improvements. Following damage to all  
16 or any portion of the Permit Area, Permittee shall reimburse the City for restoration  
17 of the Permit Area and/or the improvements thereon, whether or not insurance  
18 proceeds are sufficient to do so.

19 17.4 No Termination. Except as otherwise expressly agreed to in writing  
20 by the parties hereto, no destruction of or damage to the Permit Area,  
21 improvements thereon or any part thereof, whether such damage or destruction be  
22 partial or total or whether such damage or destruction is covered by insurance or  
23 not, shall entitle or permit either City or Permittee to surrender to terminate this  
24 Permit or relieve Permittee from liability to pay in full the fee payable by Permittee  
25 hereunder. Permittee hereby waives any rights now or hereafter conferred upon it  
26 by statute or other law to surrender this Permit or to quit or surrender the Permit  
27 Area or any part thereof, or to receive any suspension, diminution, abatement or  
28 reduction of fees or other sums of charges payable to Permittee hereunder on

1 account of any such destruction or damage.

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

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

22 B. Protection and Indemnity including, as may be applicable to Permittee's  
23 operations under or in connection with this Permit, injury to passengers, damage  
24 to piers, docks and pilings and property on piers and docks, wreck removal, and  
25 collision liability in an amount not less than One Million Dollars (\$1,000,000) per  
26 occurrence for each vessel operating under this Permit. If the policy contains a  
27 general aggregate, the general aggregate shall be in an amount not less than Two  
28 Million Dollars (\$2,000,000). The City of Long Beach, its officials, employees and

1 agents shall be added as additional insureds by endorsement. This insurance  
2 shall contain no special limitations on the scope of protection afforded to the City,  
3 its officials, employees, and agents, and shall provide cross-liability protection.

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

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

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

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

24 Such insurance as required herein shall not be deemed to limit Permittee's liability  
25 relating to performance under this Permit. The procuring of insurance shall not be  
26 construed as a limitation on liability or as full performance of the indemnification and hold  
27 harmless provisions of this Permit. Permittee understands and agrees that,  
28 notwithstanding any insurance, Permittee's obligation to defend, indemnify, and hold City,

1 its officials, agents, and employees harmless hereunder is for the full and total amount of  
2 any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner  
3 connected with the operations of Permittee.

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

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

9 19. INDEMNIFICATION:

10 19.1. General Indemnity. Permittee shall defend and indemnify the City of  
11 Long Beach and its officers and employees while acting within the scope of their  
12 duties from and against any and all actions, suits, proceedings, claims and  
13 demands, costs (including attorneys' fees and court costs), expense and liability of  
14 any kind or nature whatsoever ("claims") for injury to or death of persons or  
15 damage to property (including property owned by or under the control of the City)  
16 which may be brought, made, filed against, imposed upon or sustained by the City,  
17 its officers or employees based upon or arising out of:

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

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

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

28 This indemnity shall not include claims based upon or arising out of the sole

1 negligence, gross negligence, or willful misconduct of the City, its officers and  
2 employees. Further, this indemnity shall not require payment of a claim by the  
3 City or its officers or employees as a condition precedent to the recovery under the  
4 same.

5 This indemnification provision supplements and in no way limits the scope  
6 of the indemnifications set out in subparagraph 19.2 below. The indemnity  
7 obligation of Permittee under this paragraph shall survive the expiration or  
8 termination, for any reason, of this Permit.

9 19.2. Environmental Release and Indemnification.

10 Permittee hereby agrees to hold harmless, defend and indemnify the City  
11 and its employees, members and officials from and against all liability, loss,  
12 damage, costs, penalties, fines and/or expenses (including attorneys' fees and  
13 court costs) arising out of or in any way connected with or the activities, acts or  
14 omissions of Permittee, its permittees, employees, contractors or agents on or  
15 affecting the Permit Area without regard to fault or negligence including but not  
16 limited to the release of any hazardous materials into the air, soil, groundwater or  
17 surface water on, in, under or from the Permit Area whether such condition,  
18 liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be  
19 discovered before or after termination of this Permit. This indemnification  
20 supplements and in no way limits the scope of the indemnification set forth in  
21 paragraph 19.1. above.

22 In addition, Permittee waives, releases, acquits and forever discharges City,  
23 its employees, members and officials or any other person acting on behalf of City,  
24 of and from any and all claims, actions, causes of action, demands, rights,  
25 damages, costs, expenses, or compensation (collectively "claims") whatsoever  
26 (including, but not limited to, all claims at common law and/or under any federal,  
27 state or local environmental, health and/or safety-related law, rule, regulation or  
28 order, currently existing and as amended or enacted in the future ("Environmental

1 Law"), whether direct or indirect, known or unknown, foreseen or unforeseen,  
2 which Permittee now has or may have or which may arise in the future on account  
3 of or in any way growing out of or in connection with any hazardous materials on,  
4 under from, or affecting the Permit Area, or any law or regulation applicable  
5 thereto. Permittee acknowledges that it is familiar with Section 1542 of the  
6 California Civil Code which reads: "A general release does not extend to claims  
7 which the creditor does not know or suspect to exist in his favor at the time of  
8 executing the release, which if known by him must have materially affected his  
9 settlement with the debtor"; and hereby releases the Permittee from any unknown  
10 claims and waives all rights it may have under Section 1542 of the Civil Code or  
11 under any other statute or common law principle of similar effect.

12 19.3. Exclusions.

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

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

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

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

24 21.4. Definition. "Hazardous material" means any substance:

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

28 B. Which is or becomes defined as a "hazardous waste," "hazardous

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

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

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

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

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

28 21. Parking/Traffic Management. Permittee and employees of Permittee

1 may be required to participate in a parking/traffic management program which may  
2 designate parking areas for Permittee's employees.

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

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

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

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

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

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

- 12                   TO CITY:                   City Manager  
13   13th Floor, City Hall  
14   333 West Ocean Boulevard  
15   Long Beach, California 90802
- 16                   WITH A COPY TO:           Director of Parks, Recreation & Marine  
17   Attention: Contract Management Division  
18   2760 Studebaker Road  
19   Long Beach, California 90815-1697
- 20                   TO PERMITTEE:           Beach Ventures, Inc.  
21   5411 East Ocean Blvd.  
22   Long Beach, California 90803

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

26. Defaults and Remedies.

27                   26.1. Defaults - General. Failure by either party to perform any term  
28 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

1 shall not be in default under this Permit if such party commences the cure of such  
2 default within such thirty (30) day period and thereafter diligently prosecutes the  
3 steps to cure such default to completion.

4 26.2. Institution of Legal Actions. In addition to any other rights or  
5 remedies, either party may institute legal action to cure, correct, or remedy any  
6 default, to recover damages for any default, or to obtain any other remedy  
7 consistent with the purpose of this Permit. Such legal actions must be instituted in  
8 the South Branch of the Superior Court of the County of Los Angeles, State of  
9 California, in an appropriate municipal court in that county, or in the Federal  
10 District court in the Central District of California. The prevailing party in any action  
11 commenced pursuant to this Permit shall be entitled to recover reasonable costs,  
12 expenses and attorneys' fees.

13 26.3. Applicable Law. The laws of the State of California shall  
14 govern the interpretation and enforcement of this Permit. Permittee during its use  
15 and occupancy of the Permit Area shall at all times comply with all laws,  
16 ordinances, rules, and regulations of and obtain permits from all federal, state, and  
17 local governmental authorities having jurisdiction over the Permit Area, Permittee's  
18 vessels and Permittee's activities thereon.

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

25 28. Entire Agreement, Waivers and Amendments. This Permit constitutes  
26 the entire understanding and agreement of the parties. This Permit integrates all the  
27 terms and conditions mentioned herein or incidental hereto, and supersedes all  
28 negotiations between the parties with respect to all or any part of the subject matter

1 hereof.

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

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

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

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

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

22 ///  
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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

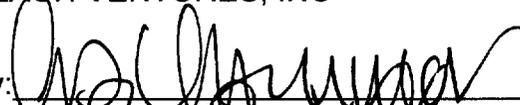
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~~MAY 22, 2009~~

~~MAY 22, 2009~~

July 28, 2009

BEACH VENTURES, INC

By: 

By: 

"PERMITTEE"

CITY OF LONG BEACH, a  
municipal corporation

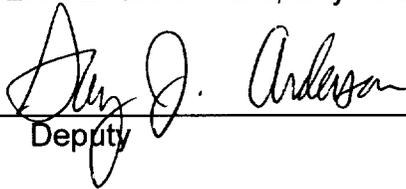
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

By:  Assistant City Manager  
City Manager

"CITY"

Approved as to form, this 6<sup>th</sup> day of July, 2009.

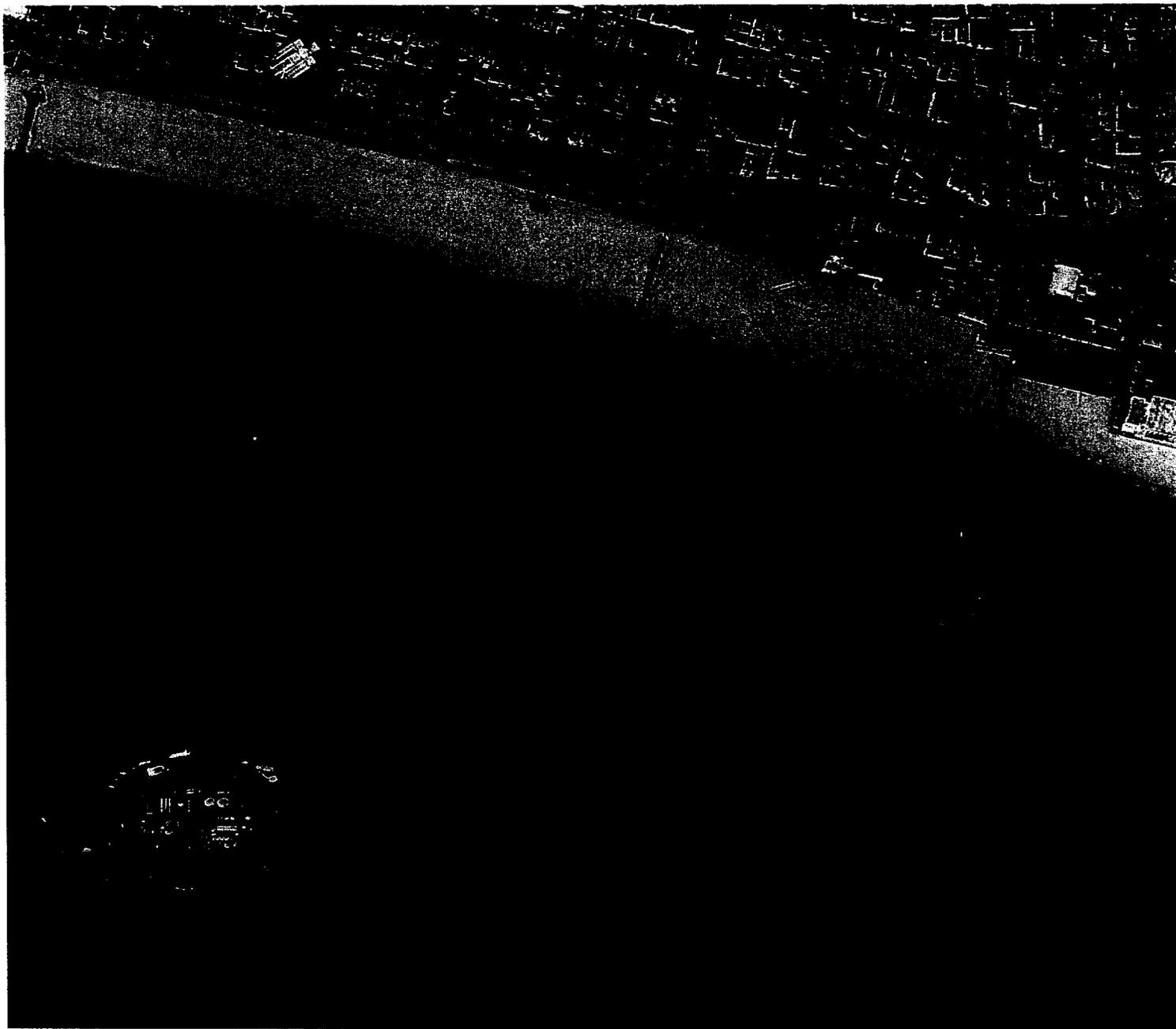
ROBERT E. SHANNON, City Attorney

By:   
Deputy

GA:ikm A08-00727  
Permit - Beach Ventures

# Exhibit A

## Offshore Vessel Mooring



Mooring fields are shown as red outlined areas.

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

5-22-09

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 of 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.

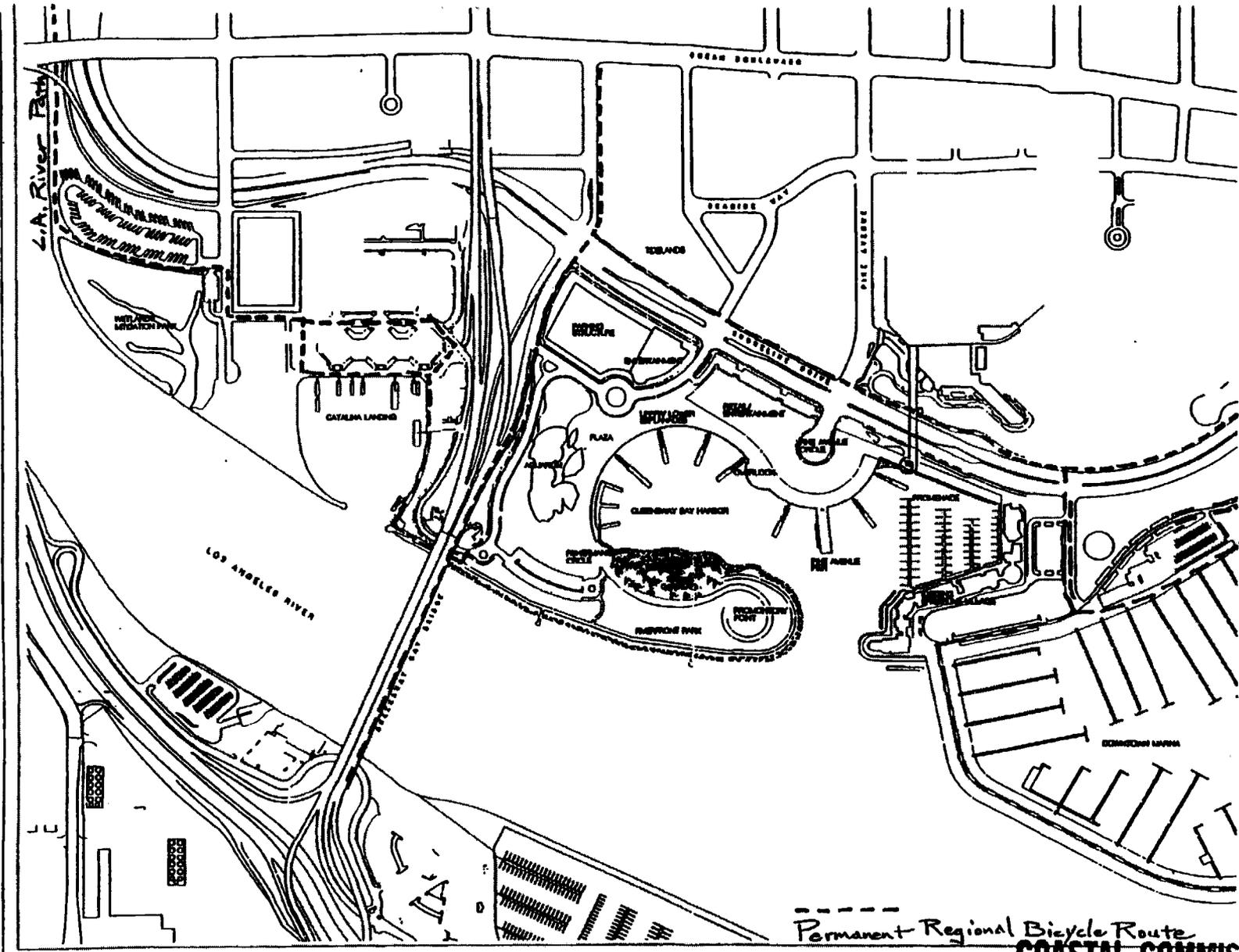
20. City Acceptance of Conditions

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



 <b>B A Y</b>	
<b>QUEENSWAY &amp; Y</b> <small>Long Beach, California</small>	
<b>CLIENT:</b> City of Long Beach 250 West Ocean Boulevard Long Beach, California 90801 Tel: (562) 595-3000	
<b>ARCHITECT:</b> Architecture & Planning 250 West Ocean Boulevard, Suite 900 Long Beach, California 90801 Tel: (562) 595-3000	
<b>ENGINEER:</b> Jackson & Mitchell Engineers 250 West Ocean Boulevard, Suite 900 Long Beach, California 90801 Tel: (562) 595-3000	
<b>Site Preparation:</b> 400 West Ocean Boulevard, Suite 900 Long Beach, California 90801 Tel: (562) 595-3000	
<b>Party &amp; Association:</b> City of Long Beach, City Council and Board of Directors, California 90801 Tel: (562) 595-3000	
<b>Project Description &amp; Program:</b> 100 West Ocean Boulevard, Suite 900 Long Beach, California 90801 Tel: (562) 595-3000	
<b>Architectural &amp; Engineering:</b> 250 West Ocean Boulevard, Suite 900 Long Beach, California 90801 Tel: (562) 595-3000	
<b>REGION DEVELOPMENT</b> Approved	
<b>DATE:</b> 10/1/88	
<b>PROJECT CODE:</b> <b>MASTER SITE PLAN</b>	
<b>SCALE:</b> 1" = 100'-0"	<b>DATE:</b> 10/1/88
<b>SK-4</b>	
COASTAL COMMISSION	

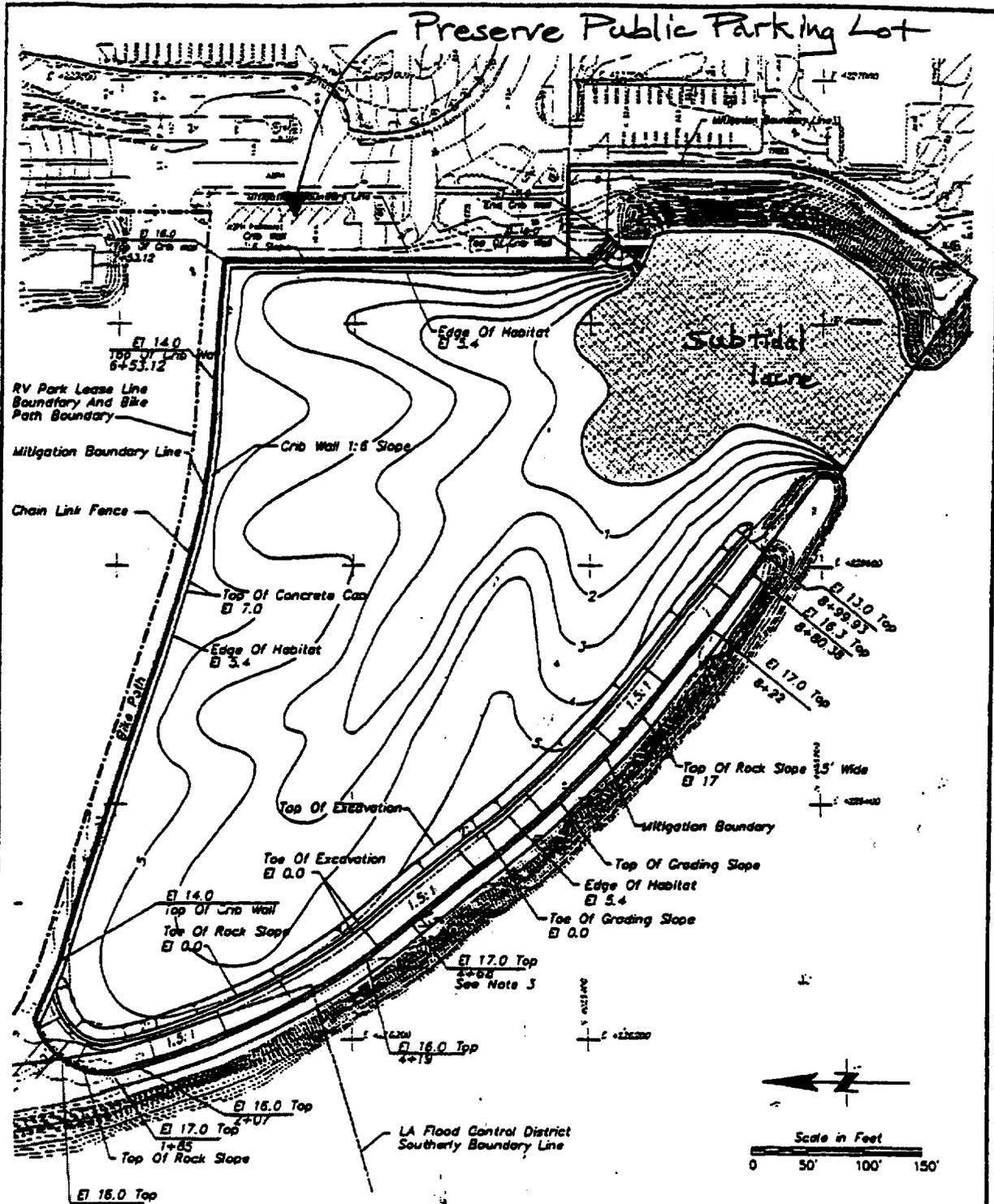
----- Final Regional Bicycle Route

----- Permanent Regional Bicycle Route

**COASTAL COMMISSION**

EXHIBIT # 11  
 PAGE 1 OF 1





**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

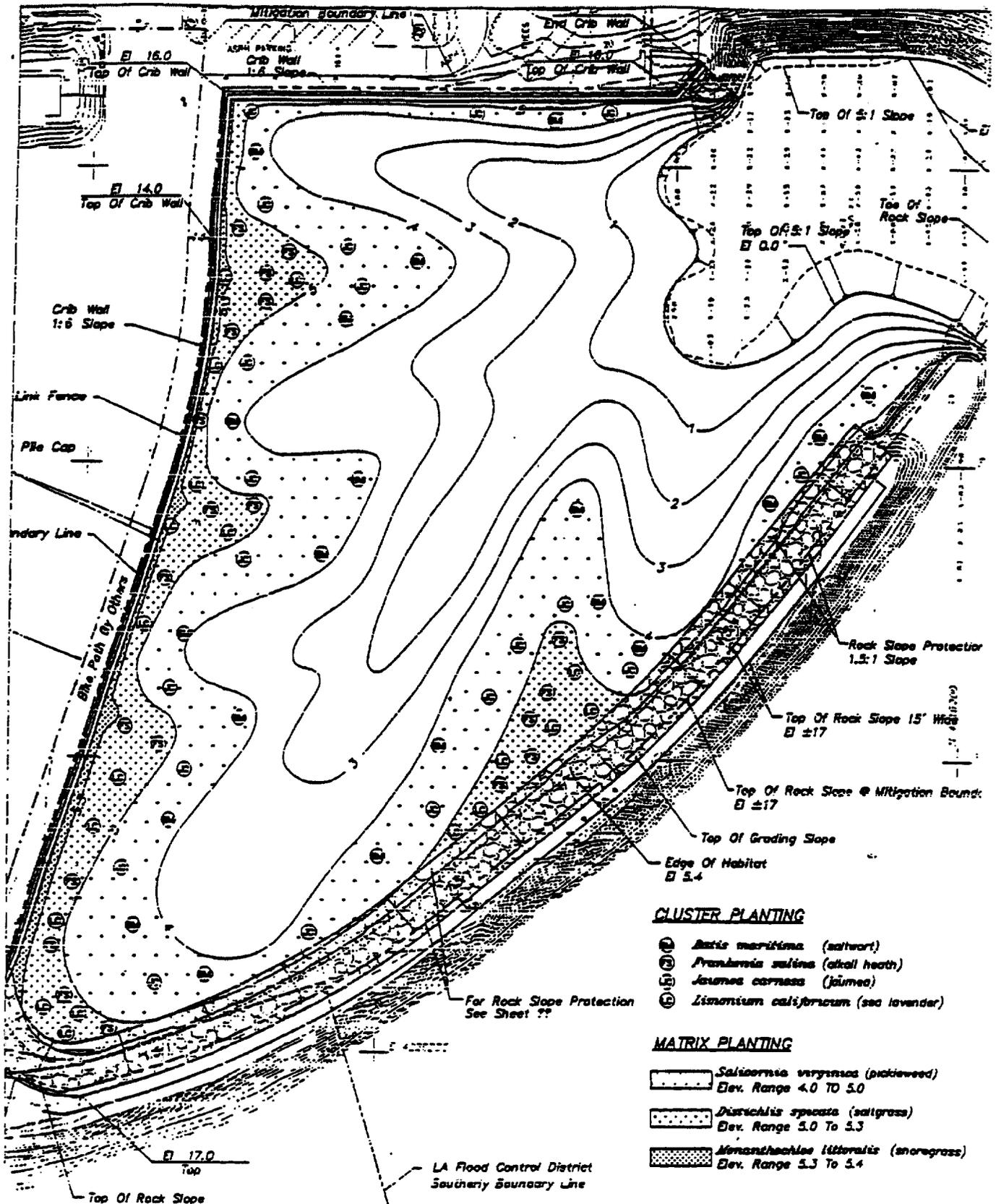


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

RESOLUTION NO. C- 26100

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

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

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

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

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

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

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

John R. 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

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27 MJM:vmh  
10/2/96  
28 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**

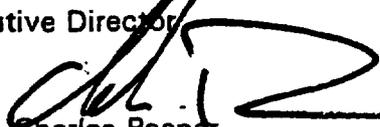
Permit Number **5-96-124** issued to **City of Long Beach** for:

**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.

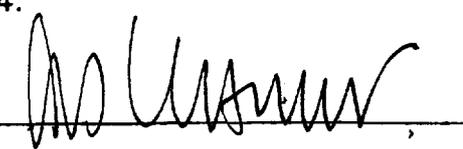
PETER M. DOUGLAS  
Executive Director

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: 5.22.09

Signature 

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT**

**5-96-124-A2**

Page: 2

**SPECIAL CONDITIONS:**

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

CP:

96-124-A2

**CALIFORNIA COASTAL COMMISSION**

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

**IMMATERIAL AMENDMENT**  
**TO COASTAL DEVELOPMENT PERMIT**

November 13, 1998

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

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

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

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

PETER M. DOUGLAS  
Executive Director

A handwritten signature in black ink, appearing to read "Peter M. Douglas", written over a horizontal line.

By: Charles Posner  
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

Date: 11-22-09

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

**CALIFORNIA COASTAL COMMISSION**

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



5-96-124-A4

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT**

DATE January 19, 2000

**Permit No: 5-96-124**

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

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

has been amended to include the following changes:

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

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

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

Sincerely,  
PETER M. DOUGLAS  
Executive Director

A handwritten signature in black ink, appearing to read "Peter M. Douglas", 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:

5-22-09

Signature:

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

**CALIFORNIA COASTAL COMMISSION**

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

**RECEIVED**  
South Coast Region



DEC 8 - 2004

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

December 3, 2004  
Page 1 of 1

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

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

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

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

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

PETER M. DOUGLAS  
Executive Director

By: Charles R. Posner  
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

Date: 12/4/04

Signature Barbara 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

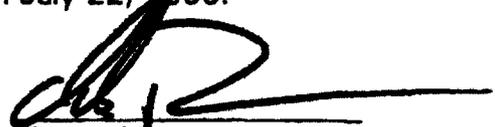
**COASTAL DEVELOPMENT PERMIT**

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).

5.22.09

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).

5-62 09  
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.

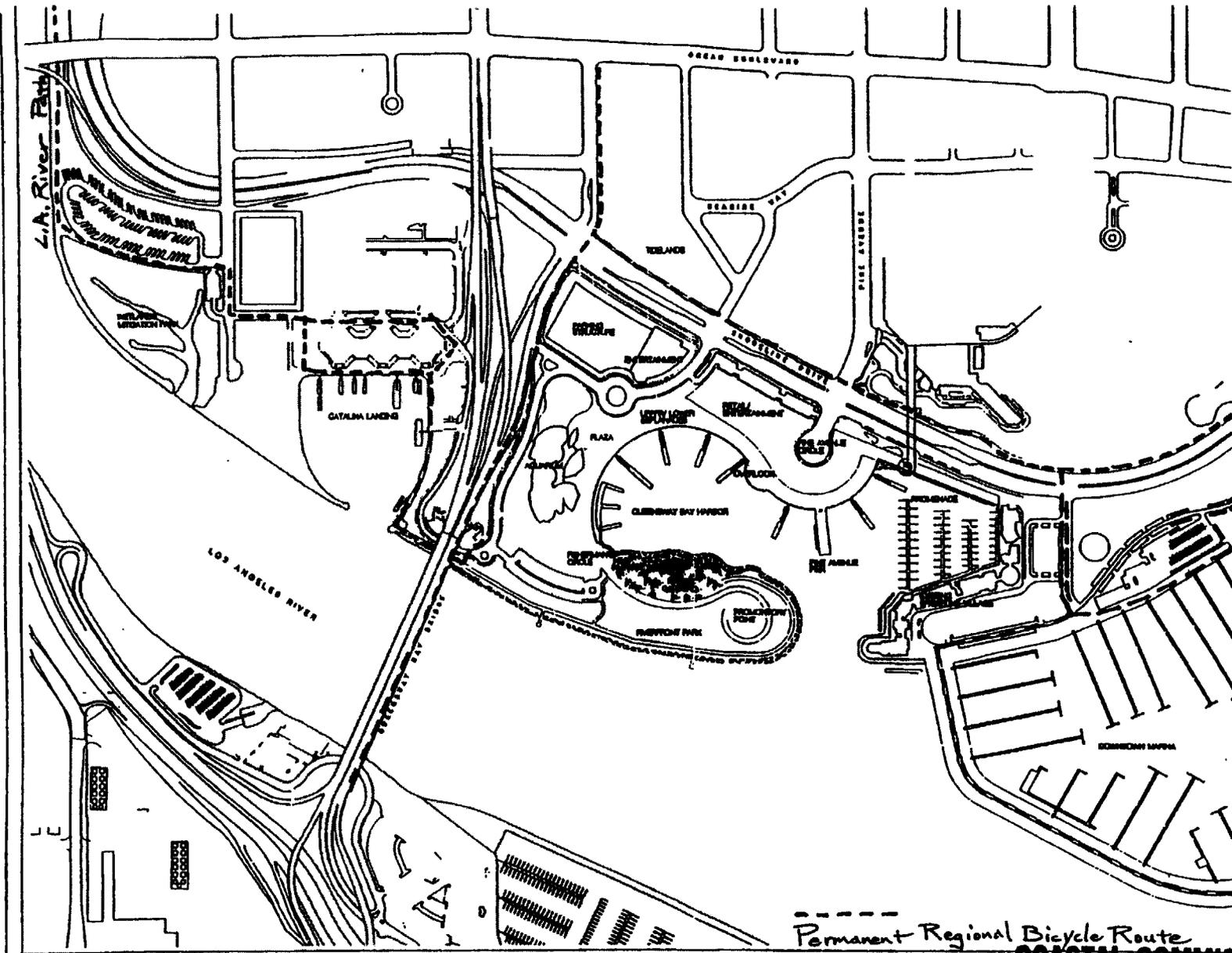
20. City Acceptance of Conditions

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



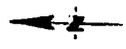
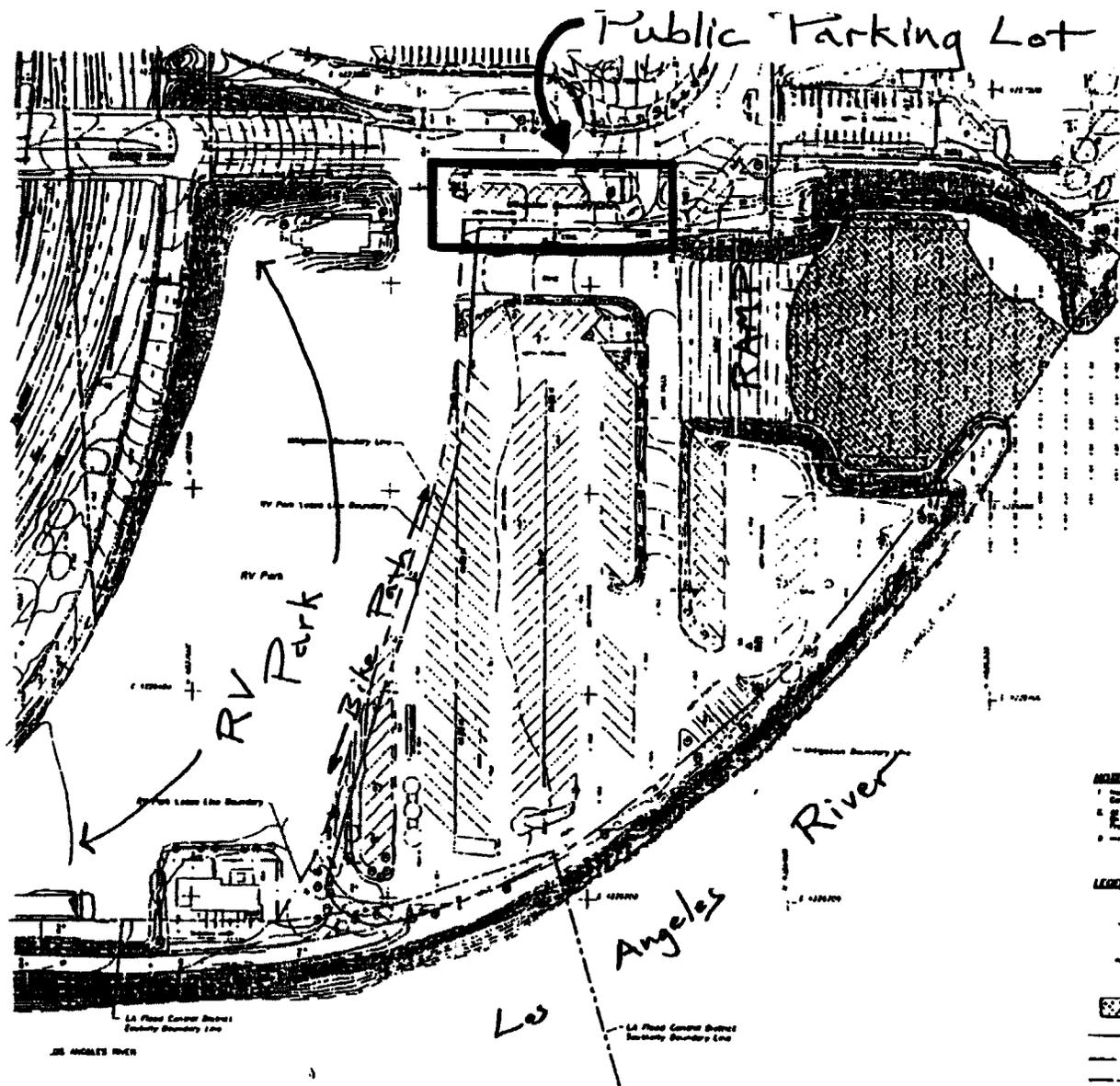
<b>Q</b>	
B A Y	
<b>QUEENWAY &amp; A</b>	
Long Beach, California	
<b>CLIENT:</b>	
City of Long Beach	
200 Long Beach Boulevard	
2nd Floor	
Long Beach, California 90802	
Tel: 562-595-2000	
<b>ARCHITECT:</b>	
Architecture & Planning	
2000 West Imperial Avenue, Suite 200	
Long Beach, California 90802	
Tel: 562-595-2000	
<b>ENGINEER:</b>	
Richard & Robert Schwartz	
2000 West Imperial Avenue, Suite 200	
Long Beach, California 90802	
Tel: 562-595-2000	
<b>GENERAL CONTRACTOR:</b>	
Renaissance Construction	
2000 West Imperial Avenue, Suite 200	
Long Beach, California 90802	
Tel: 562-595-2000	
<b>PLANNING &amp; DESIGN:</b>	
2000 West Imperial Avenue, Suite 200	
Long Beach, California 90802	
Tel: 562-595-2000	
<b>LANDSCAPE ARCHITECT:</b>	
Landscape Architecture	
2000 West Imperial Avenue, Suite 200	
Long Beach, California 90802	
Tel: 562-595-2000	
<b>URBAN DEVELOPMENT:</b>	
Urban Development	
2000 West Imperial Avenue, Suite 200	
Long Beach, California 90802	
Tel: 562-595-2000	
<b>DATE:</b>	
10/15/00	
<b>MASTER SITE PLAN</b>	
DATE	SCALE
10/15/00	1" = 50'
PROJECT NO.	NO.
SK-4	
PROJECT VALUE	
\$1,000,000	

----- Final Regional Bicycle Route

----- Permanent Regional Bicycle Route

**COASTAL COMMISSION**

EXHIBIT # 11  
PAGE 1 OF 1



- NOTES:**
1. Existing Structures are shown in solid black.
  2. Proposed Structures are shown in solid black.
  3. Proposed Structures are shown in solid black.
  4. Proposed Structures are shown in solid black.
  5. Proposed Structures are shown in solid black.
- LEGEND:**
- 3. New Area (Type)
  - 4. Existing Structure (Type)
  - 5. New Area (Type)
  - 6. Light Fixture (Type)
  - 7. Survey Control Point and Elevation
  - 8. Existing Water Structure at 0.0 MLLW
  - 9. Wetland Boundary Line
  - 10. RV Park Lot Line Boundary
  - 11. Right-Of-Way/Access Line

Golden Shore Boat Launch  
Existing

**COASTAL COMMISSION**

**QUESTWAY BAY**  
COASTGUARD MARINA

**CLASSIFICATION:**  
Type of Building: ...  
Use: ...  
Floor Area: ...  
Lot Area: ...

**PROPOSED:**  
Structure: ...  
Area: ...  
Use: ...

**EXISTING:**  
Structure: ...  
Area: ...  
Use: ...

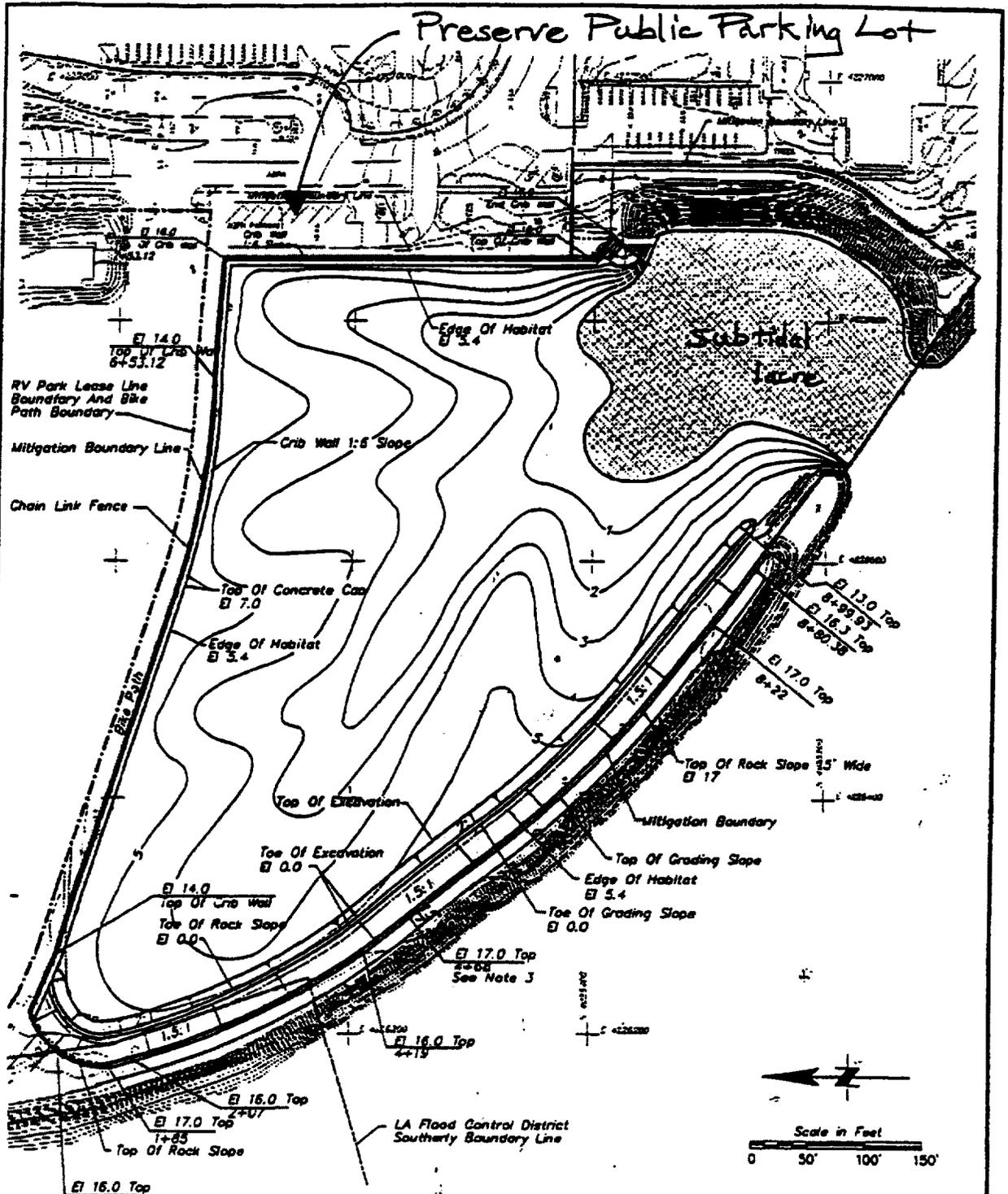
**PROPOSED DEVELOPMENT:**

**EXISTING DEVELOPMENT:**

**DATE:** ...

**APPROVAL:**  
MTP-1

**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

1751105-0

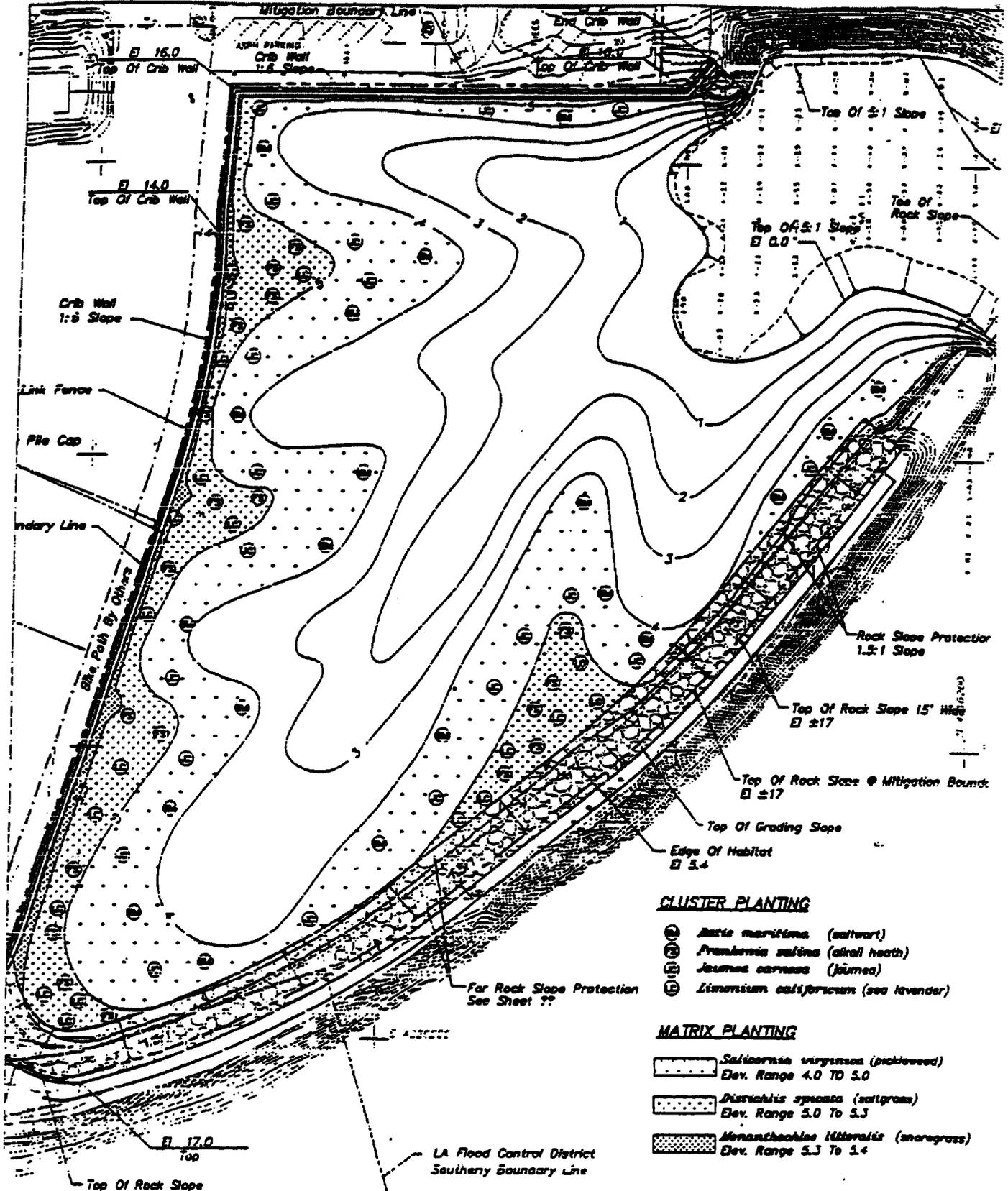


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

EXHIBIT # 15  
PAGE 3 OF 3

RESOLUTION NO. C- 26100

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

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

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

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

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

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

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



**CALIFORNIA COASTAL COMMISSION**

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

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

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

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

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

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

PETER M. DOUGLAS  
Executive Director

By:   
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

Date:

5-22-09

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



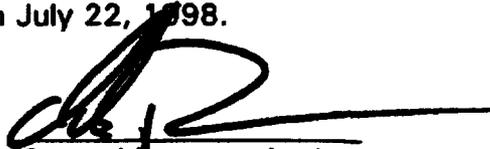
**COASTAL DEVELOPMENT PERMIT**

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

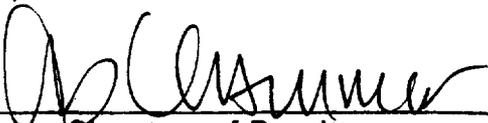
**ACKNOWLEDGMENT**

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).

5-22-09  
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