

1 FIRST AMENDMENT TO PERMIT NO. 30673

2 **30673**

3 THIS FIRST AMENDMENT TO PERMIT NO. 30673 is made and entered,
4 in duplicate, pursuant to Section 16.16.060 of the Long Beach Municipal Code, by and
5 between the PARKS AND RECREATION COMMISSION OF THE CITY OF LONG
6 BEACH, CALIFORNIA through the Director of the Department of Parks, Recreation and
7 Marine of the City of Long Beach ("Director"), and THEODORE JOHN SNELLEN, an
8 individual, doing business as SNACK ATTACK ("Permittee") whose address is ~~18320~~
9 *1521 GOLDEN RAIN RD 92-I SEAL BEACH, CA 90740 TS.*
~~Almond Tree Path, Riverside California, 92504.~~

10 WHEREAS, the Commission acting through the Director previously granted
11 Permittee permission to operate a food, beverage and boat rental concession at El
12 Dorado East Regional Park, Areas II and III; and

13 WHEREAS, the parties desire to modify Permittee's operations going
14 forward to a boat rental concession at the three picnic areas immediately adjacent to the
15 boat house at El Dorado East Regional Park, Area III; and

16 WHEREAS, the parties desire to amend this permit by extending the term;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions in
18 Permit No. 30673, the parties agree as follows:

19 1. Section 1 of Permit No. 30673 is hereby amended in its entirety to
20 read as follows:

21 "1. PERMISSION: Permittee shall at its sole cost and expense operate
22 and maintain a boat rental concession and shall have control of the three (3) picnic areas
23 immediately adjacent to the boat house for private parties, events and gathers
24 (Collectively referred to as "Events") in El Dorado East Regional Park, Area III, in the City
25 of Long Beach, at a level satisfactory to the Director.

26 In addition, Permittee shall have permission to provide, operate and
27 maintain such other related activities as may be approved by the Director."

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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

1 2. Section 2 of Permit No. 30673 is hereby amended in its entirety to
2 read as follows:

3 "2. TERM: The term of this Permit shall commence at midnight on
4 March 1, 2008 and shall terminate at 11:59 p.m. on February 28, 2014, unless revoked
5 prior to said termination as provided herein.

6 The Director may extend the term of this Permit for one (1) additional period
7 of three (3) years on the same terms and conditions stated herein if the Permittee, sixty
8 (60) days prior to the expiration of the term, files with the Director a written request for the
9 extension of this Permit and said Director agrees to said extension by written reply to that
10 effect."

11 3. Section 3 of Permit No. 30673 is hereby deleted in its entirety.

12 4. Section 4 of Permit No. 30673 is hereby amended in its entirety to
13 read as follows:

14 "4. EQUIPMENT AND FACILITIES FURNISHED BY PERMITTEE:
15 Permittee shall provide and install all structures, furnishings, fixed and operating
16 equipment, fixtures and appurtenances necessary for Permittee's operations, at
17 Permittee's sole cost and expense. All such structures, furnishings, equipment, fixtures
18 and appurtenances and the plans and specifications for installation of same shall be
19 subject to prior written approval of the Director. In addition, Permittee shall provide the
20 following equipment and perform the following obligations at the locations stated:

21 El Dorado East Regional Park, Area III

22 Permittee shall maintain a boat house with cement pad foundation,
23 sufficient boat docks, for a minimum of ten (10) Aqua-Cycles, and equipment at the dock
24 site for the purpose of renting boats, and selling food and beverages at Permittee's sole
25 cost and expense, as approved in writing by the Director.

26 Permittee shall provide ten (10) Aqua Cycles of first class quality and
27 condition, which first class condition shall be maintained at all times. Additional Aqua-
28 Cycles or paddle boats may be added as approved in writing by the Director. Permittee

1 shall not rent or provide gas powered boats, with the exception of one (1) chase boat to
2 be used in emergencies only. The Aqua Cycles and boats shall be securely stored to
3 prevent theft and vandalism (1) by anchor in the center of the lake, or (2) in another
4 manner as approved in writing by the Director.

5 Permitee shall provide and require that all children under the age of Twelve
6 (12) wear Coast Guard flotation devices while riding or operating Aqua-Cycles. Permitee
7 shall require that all participants (whether operators or riders) sign a waiver of liability
8 before operating or riding the Aqua-Cycles. Permitee shall submit a copy of its waiver
9 form to the Director.

10 Permitee shall maintain three (3) picnic areas immediately adjacent to the
11 boat house for Events.”

12 5. Section 5 of Permit No. 30673 is hereby deleted in its entirety.

13 6. Section 8 of Permit No. 30673 is hereby amended in its entirety to
14 read as follows:

15 “8. PAYMENT BY PERMITTEE. On or before the 10th day of the calendar
16 month next following the month during which the term hereof begins and on or before the
17 10th day of each succeeding calendar month thereafter during the term of this Permit and
18 any extension hereof, Permitee shall pay to the City as a monthly Permit fee (15%) of
19 gross receipts from boat rental operations and Events in the immediately preceding
20 calendar month provided, however, that if the sum of the monthly Permit fees during any
21 Permit year (January 1 through December 31, inclusive) is less than Seven Thousand
22 Dollars (\$7,000) (“Minimum Annual Guaranteed Permit Fee”), then Permitee shall pay to
23 the City ,on or be before the 20th day of January next following such Permit year, such
24 amount as, when added to said sum of monthly Permit fees will equal Seven Thousand
25 Dollars (\$7,000.00).

26 The Director, for good cause, may grant to Permitee additional time to pay
27 the monthly Permit fees provided, however, that if Permitee becomes ten (10) days in
28 arrears on any payment of a monthly Permit fee, then the Director immediately revoke

1 this Permit and the use of the Structures. Permittee shall, within twenty (20) days
2 following the expiration or sooner revocation of this Permit, pay to the City all sums due
3 to the City.

4 Permittee shall transmit with the payment of each monthly Permit fee a
5 monthly concessionaire report showing daily and monthly gross receipts from the
6 operations permitted herein, for the month for which said payment is being submitted.

7 If Permittee fails to pay the monthly Permit fee or submit the monthly
8 concessionaire report by the date it is due, then Permittee shall pay to City a late charge
9 of Twenty-five Dollars (\$25.00) for failure to pay the monthly Permit fee and a late charge
10 of Twenty-five Dollars (\$25.00) for failure to submit the monthly concessionaire report. If
11 a due date is not a business day, the late charge will not apply until the end of the next
12 business day. If Permittee requests in writing an extension of the due date due to
13 unusual or extenuating circumstances the Director, at his discretion, may waive the late
14 charge on the unpaid amount.

15 Permittee shall submit to the Director, on or before the 10th day of January
16 of each year throughout the term of this Permit or any extension hereof, profit and loss
17 statements prepared by a certified public accountant or public accountant licensed by the
18 State of California. On expiration or sooner revocation of this Permit, Permittee shall
19 submit profit and loss statements for the period of operations not previously reported,
20 prepared in the manner stated above, within ten (10) days after such expiration or sooner
21 revocation.

22 Permittee shall not be allowed to negotiate park entry fees with potential
23 customers nor be allowed to authorize any park fees for persons or groups to which he is
24 catering or providing services.”

25 Except as expressly stated herein, all of the terms, covenants, and
26 conditions of Permit No. 30673 are ratified and confirmed and shall remain in full force
27 and effect.

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Permittee consents and agrees to perform the terms, covenants, and conditions imposed on Permittee under this Permit during the renewal period.

THEODORE JOHN SNELLEN, an individual,
doing business as SNACK ATTACK

Dated: 4/26/11, 2011 By: Theodore John Snellen

Title: Owner / op.

"Permittee"

PARKS AND RECREATION COMMISSION OF
THE CITY OF LONG BEACH, CALIFORNIA

Dated: May 3, 2011 By: [Signature]

Director
"City"

This First Amendment to Permit No. 30673 is approved as to form on
April 27, 2011.

ROBERT E. SHANNON, CITY ATTORNEY

BY: [Signature]
GARY ANDERSON, Deputy