

PERMIT

P - 00022

Pursuant to the provisions of Section 16.08.920 of the Long Beach Municipal Code and a minute order adopted by the City Council of the City of Long Beach, at its October 23, 2012 meeting, the CITY OF LONG BEACH ("City") hereby grants permission to STAR PARTY CRUISES, INC., DBA STAR PARTY CRUISES with a business address of 140 North Marina Drive, Long Beach, California 90803 ("Permittee") to use and occupy Berth 2 in Alamitos Bay to store vessels and Berth 3 in Alamitos Bay to conduct holiday cruises as determined by the Marine Bureau of the City's Department of Parks, Recreation and Marine ("Permit Area").

1. PERMIT AREA. The Permit Area shall be that area shown in Exhibit "A". The Permit Area shall be subject to change at the discretion of the Manager of the Marine Bureau of the Department of Parks, Recreation and Marine or his or her designee ("Manager of the Marine Bureau") on thirty (30) days written notice, or in accordance with Alamitos Bay Marina Rules and Regulations, and Long Beach Marina Rules and Regulations.

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

A. Berth 2 in Alamitos Bay shall be used for the purpose of storing Permittee's vessel(s) during the off-season from January 1 through November 30. It is agreed Permittee shall not conduct any commercial operation at Berth 2.

B. Berth 3 in Alamitos Bay shall be used for the purpose of conducting holiday cruises from December 1 through December 31.

C. Permittee shall not be in breach of this warranty if the Permit Area fails to be in continuous use no more than sixty (60) days in a calendar year, no more than thirty (30) of which shall be consecutive without the permission of

1 the Manager of the Marine Bureau.

2 3. SAFETY AND EQUIPMENT. Permittee must provide all safety  
3 equipment determined to be necessary for the safe operation of all vessels or equipment  
4 furnished for public use by Permittee. Permittee shall make himself available to meet  
5 with the City's Chief Lifeguard and Manager of Marinas and Beaches or other designees  
6 to review emergency water safety requirements and instructions to be given to the public  
7 for operation of Permittee's equipment, said Lifeguard being authorized to determine any  
8 necessary safety equipment, and the circumstances attaching to its requirement or use.  
9 The Permittee must initially submit to the City's Chief Lifeguard or his designee and to the  
10 Manager, and thereafter before March 1 of each year, a list of Permittee's equipment  
11 held for rental to the public.

12 4. TERM. The term of this Permit shall commence on May 1, 2012 and  
13 shall terminate on April 30, 2017. Notwithstanding the foregoing, either party may  
14 terminate this Permit at any time for any or no reason upon ninety (90) days written  
15 notice to the other party. Upon termination of this Permit, Permittee shall quit and  
16 surrender possession of the Permit Area and remove its personal property therefrom.

17 5. COMPENSATION.

18 A. Dock Fee. Permittee shall pay to the City for the use of the  
19 Permit Area rent at a discounted rate of One Thousand One Hundred-Thirty  
20 Dollars (\$1,130.00) per month from January through November and One  
21 Thousand Six Hundred-Thirty (\$1,630.00) in dock rent for the month of December.  
22 The Dock Fee shall be paid on or before the first day of each month during the  
23 term of this Permit. Any increase and/or change in the Marina Slip Fee made and  
24 adopted by the City Council of the City of Long Beach ("City Council") shall be  
25 applied to the aforementioned Dock Fee in this Permit. The Dock Fee shall be paid  
26 in advance and Permittee shall not have any right of abatement, deduction, set off,  
27 prior notice or demand.

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1 B. Charges for Late Payments. If Dock Fee payment is not  
2 received within ten (10) days after the same has become due, a late fee shall be  
3 assessed. The late fee shall be, in addition to the amount of the Dock Fee, a sum  
4 equal to ten percent (10%) thereof.

5 6. STANDARDS OF SERVICE. Permittee shall conduct business in a  
6 manner acceptable to the City and shall have a sufficient number of employees  
7 necessary to furnish the best service possible. All personnel used in serving the public  
8 shall be clean, neat and orderly in appearance, and shall be uniformed and/or identified  
9 in a manner acceptable to the Manager.

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

16 7. CONTROL OF PREMISES. If necessary for the health, welfare or  
17 safety of the public, or as a result of the revocation of this Permit, the City shall have the  
18 right to enter the Permit Area and immediately take possession of it and remove,  
19 relocate, or use Permittee's items at Permittee's full cost and expense until arrangements  
20 can be made by the City for other items to replace those of Permittee.

21 8. LAWS AND ORDINANCES. Permittee shall comply with all  
22 applicable municipal, state and federal laws, rules, regulations, and ordinances and the  
23 directives or instruction of the Manager relating to the Permit Area. Failure to do so may  
24 result in the immediate revocation of this Permit. Permittee shall obtain and display, as  
25 required, all other permits or licenses.

26 9. IMPROVEMENTS. Permittee shall not install, erect, or construct any  
27 building, improvement, or structure on the Permit Area nor alter the same without the  
28 prior written approval of the Manager. In the event Permittee, with the prior written

1 approval of the Manager, makes any improvement to the structures within the Permit  
2 Area, title to any such improvement shall vest in the City.

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

5 10. ADVERTISING SIGNS. Permittee, at its cost, may place or erect  
6 and maintain signs on the Permit Area, provided that Permittee obtains prior written  
7 approval from the Manager of the Marine Bureau. Further, Permittee's sign shall be in  
8 compliance with City's sign ordinance and conditions of the Department of Parks,  
9 Recreation and Marine.

10 11. UTILITIES. Permittee, at its cost, shall promptly pay or cause to be  
11 paid all utility fees, costs and charges resulting from such use or assessments for utilities  
12 levied against the Permit Area for any period during the term of this Permit. If Permittee  
13 requires utilities which are beyond the capacity provided, Permittee shall coordinate and  
14 submit a request for additional services to the Manager of the Marine Bureau.

15 12. TRASH REMOVAL AND DISPOSAL. The City shall provide for  
16 Permittee, trash bins at each dock for trash disposal. Trash from Permittee's operation  
17 shall be disposed of in the trash bins for collection by the Maintenance Operations  
18 Bureau of the Department of Parks, Recreation and Marine. The City shall have the right  
19 to modify or change the trash removal operation and Permittee agrees to accept and  
20 comply with any such modification or change.

21 13. MAINTENANCE AND REPAIR. The City shall maintain the Permit  
22 Area and the improvements thereon in good condition and repair, reasonable wear and  
23 tear excepted. Permittee understands that the water area within the Permit Area is  
24 subject to collection of debris from the Los Angeles River and San Gabriel River runoff.  
25 City shall not be required to dredge the Permit Area or adjacent areas. Neither the City  
26 nor its officers or employees shall be liable, and Permittee waives all claims for damage  
27 to its vessels or its business as a result of any such condition. Permittee's vessels and  
28 their gear and Permittee's property thereon shall be at the Permit Area at Permittee's risk



1 and the City shall not be liable for any damage thereto or theft or appropriation thereof.

2 14. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.

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

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

25 i. An amount equal to the amount requested is then due  
26 and payable or has been paid and is properly a part of such cost of  
27 restoration;

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1                               ii.       That the net Insurance Proceeds not yet advanced will  
2       be sufficient for the completion of the restoration. If at any time during the  
3       period of restoration and/or reconstruction the City shall determine that the  
4       Insurance Proceeds are insufficient to cause such restoration, then upon  
5       delivery of written notice thereof and specifying the deficit Permittee shall  
6       deposit in trust with the Insurance Trustee such additional sums as may be  
7       required to complete the restoration of the Permit Area. Upon receipt by  
8       the Insurance Trustee of evidence satisfactory to it that:

9                               (a)     The restoration of the Permit Area has been  
10       completed;

11                              (b)     The cost thereof has been paid in full; and

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

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

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

1 reduction of fees or other sums of charges payable to Permittee hereunder on  
2 account of any such destruction or damage.

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

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

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

1 not less than Four Million Dollars (\$4,000,000). The City of Long Beach, its  
2 officials, employees and agents shall be added as additional insureds by  
3 endorsement. This insurance shall contain no special limitations on the scope of  
4 protection afforded to the City, its officials, employees, and agents, and shall  
5 provide cross-liability protection.

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

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

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

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

26 Such insurance as required herein shall not be deemed to limit Permittee's  
27 liability relating to performance under this Permit. The procuring of insurance shall not be  
28 construed as a limitation on liability or as full performance of the indemnification and hold

1 harmless provisions of this Permit. Permittee understands and agrees that,  
2 notwithstanding any insurance, Permittee's obligation to defend, indemnify, and hold City,  
3 its officials, agents, and employees harmless hereunder is for the full and total amount of  
4 any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner  
5 connected with the operations of Permittee.

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

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

11 16. INDEMNIFICATION.

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

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

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

27 iii. The use or occupancy of the Permit Area by Permittee,  
28 its officers, agents, employees, contractors, licensees or invitees or of any

1 other person entering upon the Permit Area with the express or implied  
2 invitation of Permittee.

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

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

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

24 In addition, Permittee waives, releases, acquits and forever  
25 discharges City, its employees, members and officials or any other person acting  
26 on behalf of City, of and from any and all claims, actions, causes of action,  
27 demands, rights, damages, costs, expenses, or compensation (collectively  
28 "claims") whatsoever (including, but not limited to, all claims at common law and/or

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

14 i. Exclusions.

15 (a) Contamination on, beneath, or abutting the  
16 Permit Area which existed prior to the initial commencement date of  
17 the Permit.

18 (b) Contamination which has emanated or  
19 emanates from a location off site the Permit Area and which has  
20 trespassed onto, underneath or across the Permit Area.

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

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

1 C. Definition. "Hazardous material" means any substance:

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

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

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

17 iv. The presence of which on the Permit Area causes or  
18 threatens to cause a nuisance upon the Permit Area or to adjacent  
19 properties or poses or threatens to pose a hazard to the health or safety of  
20 persons on or about the Permit Area; or

21 v. The presence of which on adjacent properties could  
22 constitute a trespass by Permittee; or polychlorinated bipheynols (PCBs),  
23 asbestos or urea formaldehyde foam insulation.

24 17. FORCE MAJEURE. City and Permittee shall not be deemed to be in  
25 default in the performance of the terms, covenants or conditions of this Agreement if  
26 either party is prevented from performing said terms, covenants or conditions by causes  
27 beyond its control, including, without limitation, acts of God or the public enemy; failures  
28 due to nonperformance or delay of performance by suppliers or contractors; any order,



1 directive or other interference by municipal, state, federal or other governmental official or  
2 agency; any catastrophe resulting from the elements, flood, fire, explosion, or any other  
3 cause reasonably beyond the control of a party, but excluding strikes or other labor  
4 disputes, lockouts, work stoppages or financial inability.

5 18. VESSELS. Permittee agrees, with respect to its operation of charter  
6 services and its use of the Permit Area, Permittee shall at all times comply with the  
7 Alamitos Bay Marina Rules and Regulations of the City of Long Beach, including other  
8 conditions herein:

9 A. Permittee shall submit a schedule, in writing, sixty (60) days  
10 prior to the commencement of operations in the December Season or other period  
11 of operation as described in this Permit. Permittee must give the Manager of the  
12 Marine Bureau prior written notification of any changes.

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

22 19. LICENSE AND CERTIFICATION. Permittee shall not permit any  
23 person charged with the responsibility of operating any of its vessels providing dinner,  
24 harbor or charter cruises to do so unless and until that person is qualified and duly  
25 licensed to operate and in compliance with the U.S. Coast Guard regulations, the vessel  
26 or vessels to which that person is assigned. Permittee shall deliver to the Manager of the  
27 Marine Bureau copies of such licenses for all vessel operators. Permittee's vessel  
28 operators and crew and ticket sellers shall at all times be dressed in clean, well-kept

1 coordinated uniforms, except when performing required maintenance.

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

5 20. PARKING/TRAFFIC MANAGEMENT. Permittee and employees of  
6 Permittee may be required to participate in a parking/traffic management program which  
7 may designate parking areas for Permittee's employees.

8 21. STORAGE ON DOCKS. Storage of items on dock, except in dock  
9 boxes/containers approved by City is prohibited.

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

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

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

26 24. INSPECTION. The City's authorized representatives shall have  
27 access to and across the Permit Area during business hours and, in the event of an  
28 emergency, at any other time for inspection, repair of publicly-owned utilities and

1 structures, and for fire and police purposes. The City, acting through the Marine Bureau  
2 of the Department of Parks, Recreation and Marine, shall have the right, but not the  
3 obligation, to board and inspect any such vessels to assure compliance by Permittee with  
4 the provisions of this Permit. City shall coordinate inspections with Permittee.

5 25. GENERAL PROVISIONS.

6 A. Notices, Demands and Communication Between the Parties.

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

11 TO CITY: City Manager  
12 13th Floor, City Hall  
13 333 West Ocean Boulevard  
14 Long Beach, California 90802

15  
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  
21 TO PERMITTEE: STAR PARTY CRUISES, INC.,  
22 dba Star Party Cruises  
23 140 North Marina Drive  
24 Long Beach, California 90803

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

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

10                   C.     Defaults and Remedies.

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

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

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

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

11                   In the event that any legal action is commenced by City  
12 against Permittee, service of process on Permittee shall be made as  
13 provided by law and shall be valid whether made within or outside the State  
14 of California.

15                   v.     Rights and Remedies Are Cumulative. Except as  
16 otherwise expressly stated in this Permit, the rights and remedies of the  
17 parties are cumulative, and the exercise by either party of one or more such  
18 rights or remedies shall not preclude the exercise by it, at the same or  
19 different times, of any other rights or remedies for the same default or any  
20 other default by the other party.

21                   vi.    Inaction Not a Waiver of Default. Any failures or delays  
22 by either party in asserting any of its rights and remedies as to any default  
23 shall not operate as a waiver of any default or of any such rights or  
24 remedies or deprive either such party of its right to institute and maintain  
25 any actions or proceedings which it may deem necessary to protect, assert  
26 or enforce any such rights or remedies.

27                   vii.   Remedies. In the event of a default by Permittee,  
28 which is not cured by Permittee within the times specified in this Permit,

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

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

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

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

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

D. Enforced Delay: Extension of Time of Performance. In addition to other provisions of this Permit, performance by either party hereunder, shall not be deemed to be in default where delays or defaults are unavoidable or performance is rendered impracticable, due to war; enemy action; insurrection; civil disturbance, strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or moratoria; failure or inability to secure materials or labor by reason of regulations or order of any governmental entity; litigation including eminent domain proceedings or related legal proceedings, acts or failure to act of the other party; acts or failure to act of

1 any public or governmental agency or entity; and the time for such performance  
2 shall be extended for a period equal in length to such delay(s).

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

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

20 G. Entire Agreement, Waivers and Amendments. This Permit  
21 constitutes the entire understanding and agreement of the parties. This Permit  
22 integrates all the terms and conditions mentioned herein or incidental hereto, and  
23 supersedes all negotiations between the parties with respect to all or any part of  
24 the subject matter hereof.

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

28 ///

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

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

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

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

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

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

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

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



1 violation of the ADA.

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

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

16 Exhibit B - Coastal Development Permit no. 5-96-124

17 Exhibit C - Coastal Development Permit no. 5-98-161

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

28 ///

29. SPECIAL EVENTS. Permittee recognizes that the area of the City in which Permittee will operate pursuant to this Permit is impacted by Special Events. Permittee waives any and all claim that it might ever have against City or the operators of said Special Events, as a result of said Special Events.

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

STAR PARTY CRUISES, INC., DBA  
STAR PARTY CRUISES

Nov. 8, 2013

By RE president

By RE VICE PRESIDENT

"PERMITTEE"

CITY OF LONG BEACH, a municipal  
corporation

November 24, 2013  
2014

By TZB.ell  
City Manager

Assistant City Manager

"CITY"

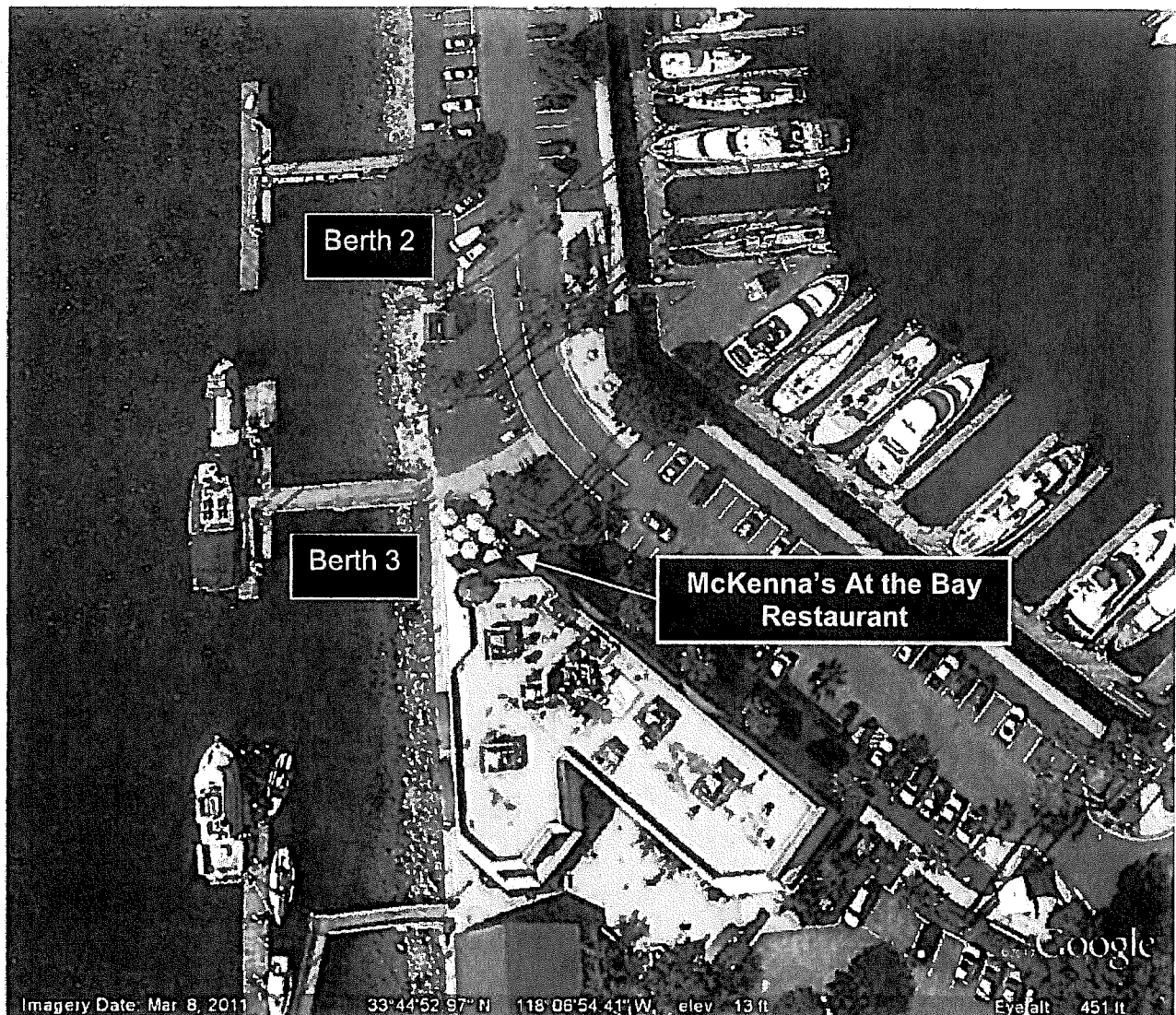
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Approved as to form, this 4 day of November, 2014.

CHARLES PARKIN, City Attorney

By AS Casey  
Deputy

## EXHIBIT A: PERMIT AREA



BERTH 2 – JANUARY 1 THROUGH NOVEMBER 30  
BERTH 3 – DECEMBER 1 THROUGH DECEMBER 31

EXHIBIT

B

## CALIFORNIA COASTAL COMMISSION

SOUTH COAST AREA  
245 W. BROADWAY, STE. 380  
P.O. BOX 1450  
LONG BEACH, CA 90802-4416  
(310) 590-5071

Page 1 of 8  
Date: 13 November 1996  
Permit No. 5-96-124

COASTAL DEVELOPMENT PERMIT

On 12 September 1996, the California Coastal Commission granted to City of Long Beach this permit subject to the attached Standard and Special conditions, for development consisting of

Construct a downtown commercial harbor in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch in order to create a 6.4 acre habitat mitigation area, transport approximately 109,000 cubic yards of excavated sand to 8th Place Beach area for beach replenishment, [and dispose of approximately 325,000 cubic yards of dredged materials at the LA-2 offshore disposal site (see Consistency Certification No. CC-98-96)].

more specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at 200 W. Shoreline Drive (Shoreline Park), 199 S. Golden Shore (Golden Shore boat launch), and public beach between 1st Place and 15th Place (beach replenishment), City of Long Beach.

Issued on behalf of the California Coastal Commission by

PETER DOUGLAS  
Executive Director

By: 

Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

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

**IMPORTANT:** THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date \_\_\_\_\_

Signature of Permittee \_\_\_\_\_

## COASTAL DEVELOPMENT PERMIT

Page 2 of 8  
Permit No. 5-96-124

### STANDARD CONDITIONS:

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

### SPECIAL CONDITIONS:

#### 1. Regional Bicycle Route

Pursuant to the July 11, 1996 letter signed by Robert Paternoster, Director of the Queensway Bay Project, and addressed to Charles Posner, Coastal Program Analyst, the Commission's Long Beach office:

- a) During the construction phase of the proposed project, the City shall provide and maintain a temporary bicycle route connecting the existing Los Angeles River bicycle path to the existing beach bicycle path. The temporary bicycle route shall maintain regional bicycle circulation through the Downtown Shoreline area by generally following the route described in the July 11, 1996 letter.

## COASTAL DEVELOPMENT PERMIT

Page 3 of 8  
Permit No. 5-96-124

- b) Prior to the closing or demolition of any portion of the existing regional bicycle route, a replacement bicycle route shall be constructed and opened in order to maintain the connection between the Los Angeles River bicycle path and the beach bicycle path.
- c) Prior to the removal of the temporary bicycle route, the City shall construct, open and maintain the proposed permanent regional bicycle route which connects the Los Angeles River bicycle path to the beach bicycle path as shown on Exhibit #11 of this report.

### 2. Public Restrooms

The City shall provide public restroom facilities in Riverfront Park. Either temporary or permanent restroom facilities shall be available for public use when Riverfront Park officially opens, and thereafter. The City shall install permanent restroom facilities in Riverfront Park within one year of the official opening the park to the public, or within such additional time as may be granted by the Executive Director for good cause. The permanent restroom facilities will require a Coastal Development Permit or a permit amendment approved by the Commission.

### 3. Parking Meters

Any parking meters installed on public parking spaces in Riverfront Park shall allow ninety minutes of parking when the maximum amount of coins are deposited. In addition, the users of such public parking spaces shall be permitted to use the metered parking spaces for at least four hours (if the required amount of coins are added) before being required to vacate the parking space.

### 4. Public Access

The City shall provide and maintain unobstructed public access to and along the Pine Avenue Pier, the Queensway Bay Harbor esplanade, and the plaza areas in front of and adjacent to the aquarium structure free of charge for the life of the development approved herein. Public access to the Pine Avenue Pier may only be interrupted for special events with a duration of six hours or less, or by special events permitted by a subsequent Coastal Development Permit. Public access may also be interrupted subject to those temporary safety limitations necessitated by unsafe conditions resulting from waves, extreme weather or required maintenance activities.

### 5. Public Boat Docks

The City shall provide and maintain a minimum of 200 linear feet of docking area within the Queensway Bay Harbor which shall be reserved for short-term public docking which shall be available for free or at rates comparable to automobile parking. Short-term shall be defined as any term between one hour and six hours. This public docking area shall not be leased or reserved by any individual, business or organization. Additional short-term and/or long-term public docking areas over and

## COASTAL DEVELOPMENT PERMIT

Page 4 of 8  
Permit No. 5-96-124

above this minimum requirement may be provided. All public docking areas shall be identified with signage which clearly communicates the availability and limitations of the public docking facilities.

### 6. Future Uses and Improvements

This approval is limited to the uses and development specifically described in the project description and related findings contained in Coastal Development Permit 5-96-124. Any additional development, including intensification of use such as the lease of docks areas, esplanade areas, park areas, or the commercial use of docks by party boats or cruise ships, will require an amendment to the permit or a new Coastal Development Permit.

### 7. Leases to Private Operators

The lease of any area subject to the terms and conditions of Coastal Development Permit 5-96-124 to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permit 5-96-124. In addition, such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained herein.

### 8. Chemical Management Plan

Prior to the issuance of the Coastal Development Permit, the City shall submit a Chemical Management Plan for the review and approval of the Executive Director. The purpose of the Chemical Management Plan shall be to address how the City will construct and operate the Queensway Bay Harbor in a manner that protects water quality from pollutants, typically associated with commercial harbors, such as boat cleaning chemicals, pesticides, fuels and oil. The Chemical Management Plan shall identify the equipment and structures that will be installed at the harbor to assist users in preventing any discharge of pollutants into the harbor. The Chemical Management Plan shall be in compliance with the standards and regulations of the California Regional Water Quality Control Board, the United States Environmental Protection Agency (EPA), and all other applicable local, state and federal regulations. The Executive Director will approve the Chemical Management Plan if it contains the following minimum elements:

- a. Harbor users shall be prohibited from discharging pollutants, including pesticides, varnishes, paints, sewage, cleaners, fuel, etc. into the harbor.
- b. The City will install the equipment necessary to prevent or reduce any discharge of pollutants into the harbor, including the equipment for the proper disposal of pollutants in compliance with all local, state and federal regulations.

The approved Chemical Management Plan shall be prominently posted near all docks and shall be explicitly incorporated into all leases to private



## COASTAL DEVELOPMENT PERMIT

Page 5 of 8  
Permit No. 5-96-124

operators within the harbor. The Queensway Bay Harbor shall be constructed and operated consistent with the plan approved by the Executive Director. Should the City need to revise the plan, the proposed revisions shall be submitted to the Executive Director in order to determine if the proposed changes shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

### 9. Public Boat Launch

Within two years of the demolition of the Golden Shore public boat launch, the City shall construct and open to the public a new boat launch of not less than two launching lanes and 60 parking spaces for autos with boat trailers within the Queensway Bay area.

### 10. Golden Shore Public Parking

The City shall retain a minimum of thirteen (13) existing public metered parking spaces in the existing public parking lot located near the entrance of the recreational vehicle park and the Golden Shore public boat launch (See Exhibit #15).

### 11. Habitat Mitigation Project

- a) The City shall construct, monitor and maintain the proposed habitat mitigation project consistent with the standards contained in the "Planting Plan, August 1996" and the "Monitoring Plan, August 1996" prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc.
- b) The implementation of the grading and planting plans (Exhibit #15) for the proposed habitat mitigation project shall commence prior to or simultaneous with the commencement of the proposed dredging of Shoreline Lagoon. Once the grading has commenced for the habitat mitigation project, the construction and planting of the habitat mitigation site shall proceed continuously until it is completed in conformance with the approved plan.
- c) The five-year monitoring period proposed by the "Monitoring Plan, August 1996," prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc., shall commence upon completion of the first planting of the project site. The City shall notify the Executive Director upon completion of the first planting of the project site.
- d) Upon completion of the first year of the monitoring period, and annually thereafter, the City shall submit to the Executive Director a report which documents the implementation of the planting and monitoring plans and which documents the status of the habitat mitigation project in relation to the performance standards contained in those plans.

## COASTAL DEVELOPMENT PERMIT

Page 6 of 8  
Permit No. 5-96-124

- e) Any additional work or modifications to the habitat mitigation project which are necessary to meet the performance standards contained in the planting and monitoring plans shall be submitted to the Executive Director. Any change in the approved habitat mitigation project shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.
- f) The City shall be responsible for the ongoing maintenance of the habitat mitigation project and site. The required maintenance shall include regular cleaning and trash pick-up.

### 12. Siltation Control

Prior to the issuance of the Coastal Development Permit, the City shall submit, for the review and approval of the Executive Director, an erosion control and siltation prevention plan which controls erosion from the upland portions of the construction sites, and prevents silt from the upland portions of the construction sites from entering coastal waters during the construction of the proposed harbor and habitat mitigation project. The plan shall conform to the standards of the California Regional Water Quality Control Board and the U.S. Army Corps of Engineers. The approved plan shall be implemented during construction of the proposed project.

### 13. Turbidity Control

The City shall minimize negative impacts on the marine environment by using silt curtains, sand bags, or other forms of barriers during construction of the proposed harbor and habitat mitigation project to confine turbid water to the immediate areas of all dredging, excavation and deposition.

### 14. Suitability of Materials for Beach Replenishment

Prior to the issuance of the Coastal Development Permit, the City shall submit a written agreement, subject to the review and approval of the Executive Director, to provide a qualified expert at the sand source site to inspect and monitor all material proposed to be deposited at the approved deposition site. The inspector shall determine the geotechnical suitability of all such material using the sediment compatibility criteria contained in the Dredged Material and Sand Testing Program - Queensway Bay Downtown Harbor Facilities, City of Long Beach, by Kinnetic Laboratories, Inc. & ToxScan, Inc., June 19, 1996. Only material deemed "compatible" by the qualified expert pursuant to the criteria contained in the above-stated document may be deposited at the approved deposition site. All contracts involving the subject project shall include the above stated condition of approval.

COASTAL DEVELOPMENT PERMIT

Page 7 of 8  
Permit No. 5-96-124

15. Beach and Recreational Facility Closures

During the proposed beach replenishment project, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours on weekends. On weekdays, beach area closures shall be minimized and limited to areas immediately involved in transportation and deposition. On all days, except for the portions of the beach where transportation and deposition is occurring, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours. On all days, the beach bicycle path shall remain open and available for public use during the normal operating hours.

16. Timing of Beach Replenishment Project

In order to reduce impacts on the grunion and the California least tern during the grunion breeding runs and the least terns' nesting and foraging season, no beach replenishment shall occur during the period commencing March 15 and ending September 1. However, limited beach replenishment activities may occur between March 15 and May 16 if the City submits, for the review and approval of the Executive Director, a mitigation program approved by the California Department of Fish and Game which insures that no adverse impacts will occur during grunion breeding or to least tern foraging areas.

17. Conformance with the Requirements of the Resource Agencies

The City shall comply with all permit requirements and mitigation measures of the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project which are required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

18. Foundation Design

Prior to the issuance of the Coastal Development Permit, the City shall submit for review and approval by the Executive Director, final plans for the proposed harbor and habitat mitigation site which have been reviewed and approved for structural soundness and safety by a qualified engineer. The submitted plans must be in substantial conformance with the plans approved by the Commission and must contain the foundation design recommendations contained in the Geotechnical Investigation Report for Queensway Bay Downtown Harbor by Advanced Earth Sciences, Inc., June 28, 1996. Any changes in the design of the proposed project which was approved by the Commission which may be required by the engineer shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations. The proposed harbor and habitat mitigation site shall be constructed in a manner consistent with the final approved plans.

COASTAL DEVELOPMENT PERMIT

Page 8 of 8  
Permit No. 5-96-124

19. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that:  
(a) the site may be subject to extraordinary hazard from storms, waves and erosion; and (b) the City hereby waives any future claims of liability against the Commission or its successors in interest for damage from such hazards.

20. City Acceptance of Conditions

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

CP:b11

Attach Exhibit Nos. 11 & 15

7727F







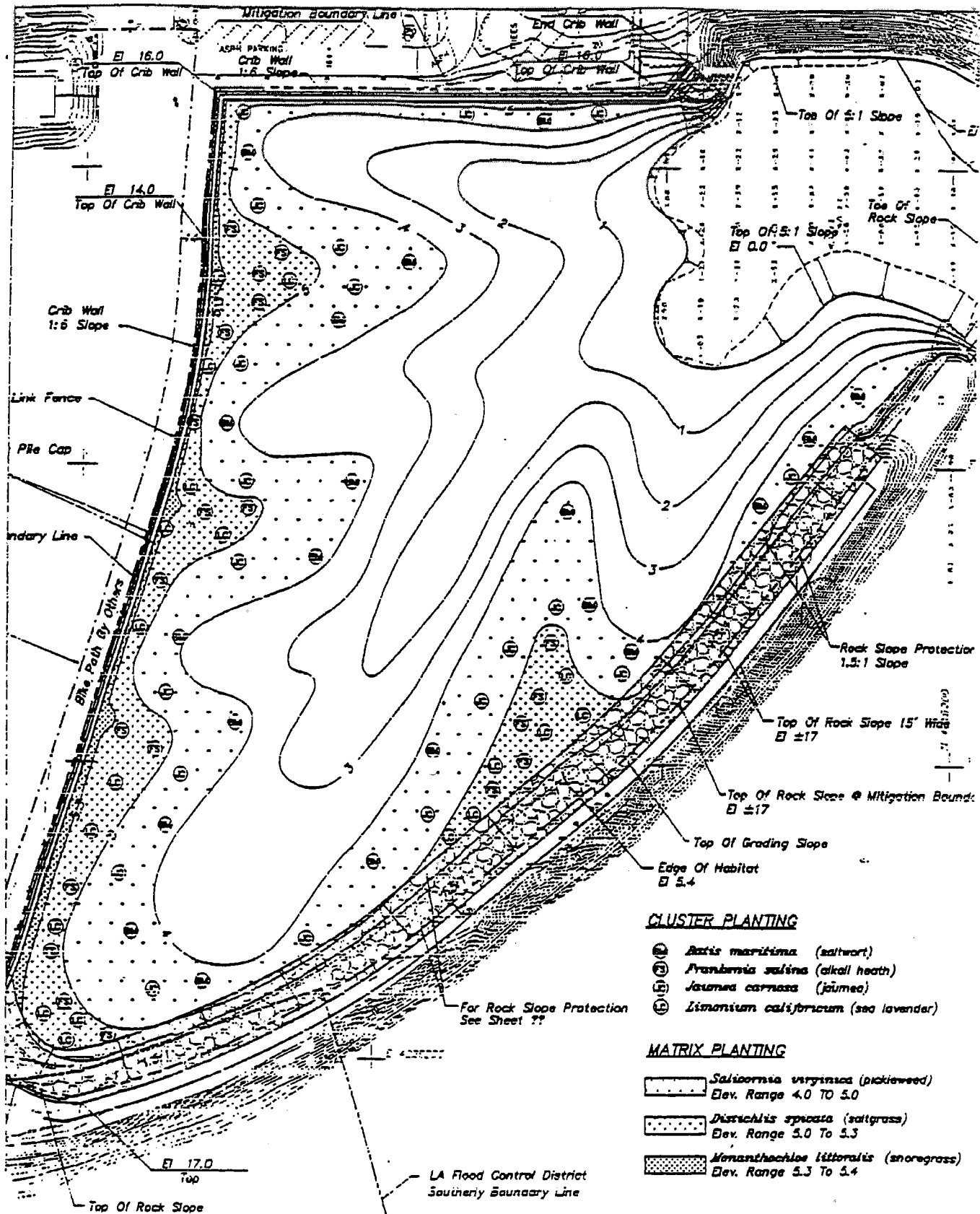


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

EXHIBIT # 15  
PAGE 3 OF 3



RESOLUTION NO. C- 26100

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

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

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

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

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

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

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

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.

Shelba Powell  
City Clerk

MJM:vmh  
10/2/96  
s:\mais\cc-reso\Queens.per

**CALIFORNIA COASTAL COMMISSION**

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

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT****5-96-124-A2****page 1 of 2**

August 20, 1997


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

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

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

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

PETER M. DOUGLAS  
Executive Director

By:   
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

Date: \_\_\_\_\_

Signature \_\_\_\_\_

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT**  
**5-96-124-A2**

Page: 2

**SPECIAL CONDITIONS:**

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

CP:

96-124-A2

**CALIFORNIA COASTAL COMMISSION**

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

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

November 13, 1998

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

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

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

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

PETER M. DOUGLAS  
Executive Director

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

By: Charles Posner  
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

Date: \_\_\_\_\_

Signature \_\_\_\_\_

**CALIFORNIA COASTAL COMMISSION**

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



5-96-124-A4

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT**

DATE January 19, 2000

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

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

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

has been amended to include the following changes:

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

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

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

Sincerely,  
PETER M. DOUGLAS  
Executive Director

A handwritten signature in black ink, appearing to read "Chuck Posner", written over the typed name.

By: CHUCK POSNER  
Coastal Program Analyst

**ACKNOWLEDGMENT**

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

Date: \_\_\_\_\_

Signature \_\_\_\_\_

**CALIFORNIA COASTAL COMMISSION**

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

**RECEIVED**  
South Coast Region



DEC 8 - 2004

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

December 3, 2004  
Page 1 of 1

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

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

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

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

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

PETER M. DOUGLAS  
Executive Director

By: Charles R. Posner  
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

Date: 12/4/04

Signature Barbara Long

EXHIBIT

C



**CALIFORNIA COASTAL COMMISSION**

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

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

**COASTAL DEVELOPMENT PERMIT**

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

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

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

**PETER DOUGLAS**  
Executive Director

By:   
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Permittee

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

# COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 2 of 4

## STANDARD CONDITIONS

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

## SPECIAL CONDITIONS:

1. **Public Boat Docks**

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

# COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 3 of 4

Development Permit 5-98-161) shall not be permitted to uses 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.

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## CALIFORNIA COASTAL COMMISSION

SOUTH COAST AREA  
245 W. BROADWAY, STE. 380  
P.O. BOX 1450  
LONG BEACH, CA 90802-4416  
(310) 590-5071

Page 1 of 8  
Date: 13 November 1996  
Permit No. 5-96-124

COASTAL DEVELOPMENT PERMIT

On 12 September 1996, the California Coastal Commission granted to City of Long Beach this permit subject to the attached Standard and Special conditions, for development consisting of

Construct a downtown commercial harbor in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch in order to create a 6.4 acre habitat mitigation area, transport approximately 109,000 cubic yards of excavated sand to 8th Place Beach area for beach replenishment, [and dispose of approximately 325,000 cubic yards of dredged materials at the LA-2 offshore disposal site (see Consistency Certification No. CC-98-96)].

more specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at 200 W. Shoreline Drive (Shoreline Park), 199 S. Golden Shore (Golden Shore boat launch), and public beach between 1st Place and 15th Place (beach replenishment), City of Long Beach.

Issued on behalf of the California Coastal Commission by

PETER DOUGLAS  
Executive Director

By: 

Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

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

**IMPORTANT:** THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Permittee

## COASTAL DEVELOPMENT PERMIT

Page 2 of 8  
Permit No. 5-96-124

### STANDARD CONDITIONS:

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

### SPECIAL CONDITIONS:

#### 1. Regional Bicycle Route

Pursuant to the July 11, 1996 letter signed by Robert Paternoster, Director of the Queensway Bay Project, and addressed to Charles Posner, Coastal Program Analyst, the Commission's Long Beach office:

- a) During the construction phase of the proposed project, the City shall provide and maintain a temporary bicycle route connecting the existing Los Angeles River bicycle path to the existing beach bicycle path. The temporary bicycle route shall maintain regional bicycle circulation through the Downtown Shoreline area by generally following the route described in the July 11, 1996 letter.

## COASTAL DEVELOPMENT PERMIT

Page 3 of 8  
Permit No. 5-96-124

- b) Prior to the closing or demolition of any portion of the existing regional bicycle route, a replacement bicycle route shall be constructed and opened in order to maintain the connection between the Los Angeles River bicycle path and the beach bicycle path.
- c) Prior to the removal of the temporary bicycle route, the City shall construct, open and maintain the proposed permanent regional bicycle route which connects the Los Angeles River bicycle path to the beach bicycle path as shown on Exhibit #11 of this report.

### 2. Public Restrooms

The City shall provide public restroom facilities in Riverfront Park. Either temporary or permanent restroom facilities shall be available for public use when Riverfront Park officially opens, and thereafter. The City shall install permanent restroom facilities in Riverfront Park within one year of the official opening the park to the public, or within such additional time as may be granted by the Executive Director for good cause. The permanent restroom facilities will require a Coastal Development Permit or a permit amendment approved by the Commission.

### 3. Parking Meters

Any parking meters installed on public parking spaces in Riverfront Park shall allow ninety minutes of parking when the maximum amount of coins are deposited. In addition, the users of such public parking spaces shall be permitted to use the metered parking spaces for at least four hours (if the required amount of coins are added) before being required to vacate the parking space.

### 4. Public Access

The City shall provide and maintain unobstructed public access to and along the Pine Avenue Pier, the Queensway Bay Harbor esplanade, and the plaza areas in front of and adjacent to the aquarium structure free of charge for the life of the development approved herein. Public access to the Pine Avenue Pier may only be interrupted for special events with a duration of six hours or less, or by special events permitted by a subsequent Coastal Development Permit. Public access may also be interrupted subject to those temporary safety limitations necessitated by unsafe conditions resulting from waves, extreme weather or required maintenance activities.

### 5. Public Boat Docks

The City shall provide and maintain a minimum of 200 linear feet of docking area within the Queensway Bay Harbor which shall be reserved for short-term public docking which shall be available for free or at rates comparable to automobile parking. Short-term shall be defined as any term between one hour and six hours. This public docking area shall not be leased or reserved by any individual, business or organization. Additional short-term and/or long-term public docking areas over and

## COASTAL DEVELOPMENT PERMIT

Page 4 of 8  
Permit No. 5-96-124

above this minimum requirement may be provided. All public docking areas shall be identified with signage which clearly communicates the availability and limitations of the public docking facilities.

### 6. Future Uses and Improvements

This approval is limited to the uses and development specifically described in the project description and related findings contained in Coastal Development Permit 5-96-124. Any additional development, including intensification of use such as the lease of docks areas, esplanade areas, park areas, or the commercial use of docks by party boats or cruise ships, will require an amendment to the permit or a new Coastal Development Permit.

### 7. Leases to Private Operators

The lease of any area subject to the terms and conditions of Coastal Development Permit 5-96-124 to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permit 5-96-124. In addition, such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained herein.

### 8. Chemical Management Plan

Prior to the issuance of the Coastal Development Permit, the City shall submit a Chemical Management Plan for the review and approval of the Executive Director. The purpose of the Chemical Management Plan shall be to address how the City will construct and operate the Queensway Bay Harbor in a manner that protects water quality from pollutants, typically associated with commercial harbors, such as boat cleaning chemicals, pesticides, fuels and oil. The Chemical Management Plan shall identify the equipment and structures that will be installed at the harbor to assist users in preventing any discharge of pollutants into the harbor. The Chemical Management Plan shall be in compliance with the standards and regulations of the California Regional Water Quality Control Board, the United States Environmental Protection Agency (EPA), and all other applicable local, state and federal regulations. The Executive Director will approve the Chemical Management Plan if it contains the following minimum elements:

- a. Harbor users shall be prohibited from discharging pollutants, including pesticides, varnishes, paints, sewage, cleaners, fuel, etc. into the harbor.
- b. The City will install the equipment necessary to prevent or reduce any discharge of pollutants into the harbor, including the equipment for the proper disposal of pollutants in compliance with all local, state and federal regulations.

The approved Chemical Management Plan shall be prominently posted near all docks and shall be explicitly incorporated into all leases to private



## COASTAL DEVELOPMENT PERMIT

Page 5 of 8  
Permit No. 5-96-124

operators within the harbor. The Queensway Bay Harbor shall be constructed and operated consistent with the plan approved by the Executive Director. Should the City need to revise the plan, the proposed revisions shall be submitted to the Executive Director in order to determine if the proposed changes shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

### 9. Public Boat Launch

Within two years of the demolition of the Golden Shore public boat launch, the City shall construct and open to the public a new boat launch of not less than two launching lanes and 60 parking spaces for autos with boat trailers within the Queensway Bay area.

### 10. Golden Shore Public Parking

The City shall retain a minimum of thirteen (13) existing public metered parking spaces in the existing public parking lot located near the entrance of the recreational vehicle park and the Golden Shore public boat launch (See Exhibit #15).

### 11. Habitat Mitigation Project

- a) The City shall construct, monitor and maintain the proposed habitat mitigation project consistent with the standards contained in the "Planting Plan, August 1996" and the "Monitoring Plan, August 1996" prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc.
- b) The implementation of the grading and planting plans (Exhibit #15) for the proposed habitat mitigation project shall commence prior to or simultaneous with the commencement of the proposed dredging of Shoreline Lagoon. Once the grading has commenced for the habitat mitigation project, the construction and planting of the habitat mitigation site shall proceed continuously until it is completed in conformance with the approved plan.
- c) The five-year monitoring period proposed by the "Monitoring Plan, August 1996," prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc., shall commence upon completion of the first planting of the project site. The City shall notify the Executive Director upon completion of the first planting of the project site.
- d) Upon completion of the first year of the monitoring period, and annually thereafter, the City shall submit to the Executive Director a report which documents the implementation of the planting and monitoring plans and which documents the status of the habitat mitigation project in relation to the performance standards contained in those plans.

## COASTAL DEVELOPMENT PERMIT

Page 6 of 8  
Permit No. 5-96-124

- e) Any additional work or modifications to the habitat mitigation project which are necessary to meet the performance standards contained in the planting and monitoring plans shall be submitted to the Executive Director. Any change in the approved habitat mitigation project shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.
- f) The City shall be responsible for the ongoing maintenance of the habitat mitigation project and site. The required maintenance shall include regular cleaning and trash pick-up.

### 12. Siltation Control

Prior to the issuance of the Coastal Development Permit, the City shall submit, for the review and approval of the Executive Director, an erosion control and siltation prevention plan which controls erosion from the upland portions of the construction sites, and prevents silt from the upland portions of the construction sites from entering coastal waters during the construction of the proposed harbor and habitat mitigation project. The plan shall conform to the standards of the California Regional Water Quality Control Board and the U.S. Army Corps of Engineers. The approved plan shall be implemented during construction of the proposed project.

### 13. Turbidity Control

The City shall minimize negative impacts on the marine environment by using silt curtains, sand bags, or other forms of barriers during construction of the proposed harbor and habitat mitigation project to confine turbid water to the immediate areas of all dredging, excavation and deposition.

### 14. Suitability of Materials for Beach Replenishment

Prior to the issuance of the Coastal Development Permit, the City shall submit a written agreement, subject to the review and approval of the Executive Director, to provide a qualified expert at the sand source site to inspect and monitor all material proposed to be deposited at the approved deposition site. The inspector shall determine the geotechnical suitability of all such material using the sediment compatibility criteria contained in the Dredged Material and Sand Testing Program - Queensway Bay Downtown Harbor Facilities, City of Long Beach, by Kinnetic Laboratories, Inc. & ToxScan, Inc., June 19, 1996. Only material deemed "compatible" by the qualified expert pursuant to the criteria contained in the above-stated document may be deposited at the approved deposition site. All contracts involving the subject project shall include the above stated condition of approval.

## COASTAL DEVELOPMENT PERMIT

Page 7 of 8  
Permit No. 5-96-124

### 15. Beach and Recreational Facility Closures

During the proposed beach replenishment project, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours on weekends. On weekdays, beach area closures shall be minimized and limited to areas immediately involved in transportation and deposition. On all days, except for the portions of the beach where transportation and deposition is occurring, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours. On all days, the beach bicycle path shall remain open and available for public use during the normal operating hours.

### 16. Timing of Beach Replenishment Project

In order to reduce impacts on the grunion and the California least tern during the grunion breeding runs and the least terns' nesting and foraging season, no beach replenishment shall occur during the period commencing March 15 and ending September 1. However, limited beach replenishment activities may occur between March 15 and May 16 if the City submits, for the review and approval of the Executive Director, a mitigation program approved by the California Department of Fish and Game which insures that no adverse impacts will occur during grunion breeding or to least tern foraging areas.

### 17. Conformance with the Requirements of the Resource Agencies

The City shall comply with all permit requirements and mitigation measures of the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project which are required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

### 18. Foundation Design

Prior to the issuance of the Coastal Development Permit, the City shall submit for review and approval by the Executive Director, final plans for the proposed harbor and habitat mitigation site which have been reviewed and approved for structural soundness and safety by a qualified engineer. The submitted plans must be in substantial conformance with the plans approved by the Commission and must contain the foundation design recommendations contained in the Geotechnical Investigation Report for Queensway Bay Downtown Harbor by Advanced Earth Sciences, Inc., June 28, 1996. Any changes in the design of the proposed project which was approved by the Commission which may be required by the engineer shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations. The proposed harbor and habitat mitigation site shall be constructed in a manner consistent with the final approved plans.

COASTAL DEVELOPMENT PERMIT

Page 8 of 8  
Permit No. 5-96-124

19. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that:  
(a) the site may be subject to extraordinary hazard from storms, waves and erosion; and (b) the City hereby waives any future claims of liability against the Commission or its successors in interest for damage from such hazards.

20. City Acceptance of Conditions

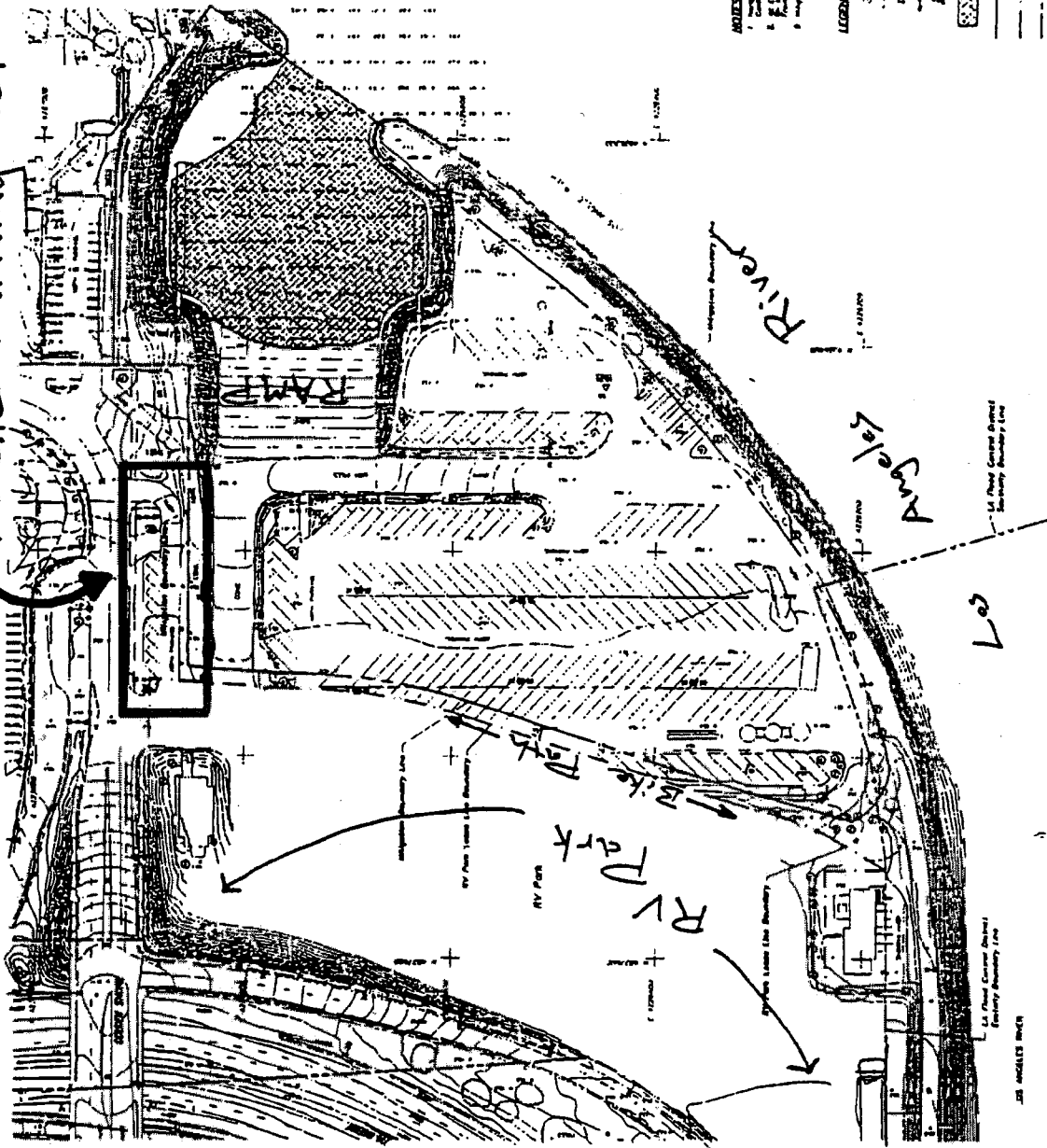
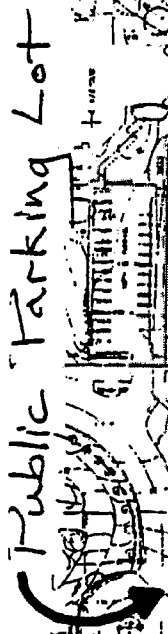
Prior to the issuance of the Coastal Development Permit, the City Council shall adopt and submit a resolution, subject to the review and approval of the Executive Director, agreeing to abide by all terms and conditions of Coastal Development Permit 5-96-124. The City and its representatives shall abide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

CP:b11

Attach Exhibit Nos. 11 & 15

7727F



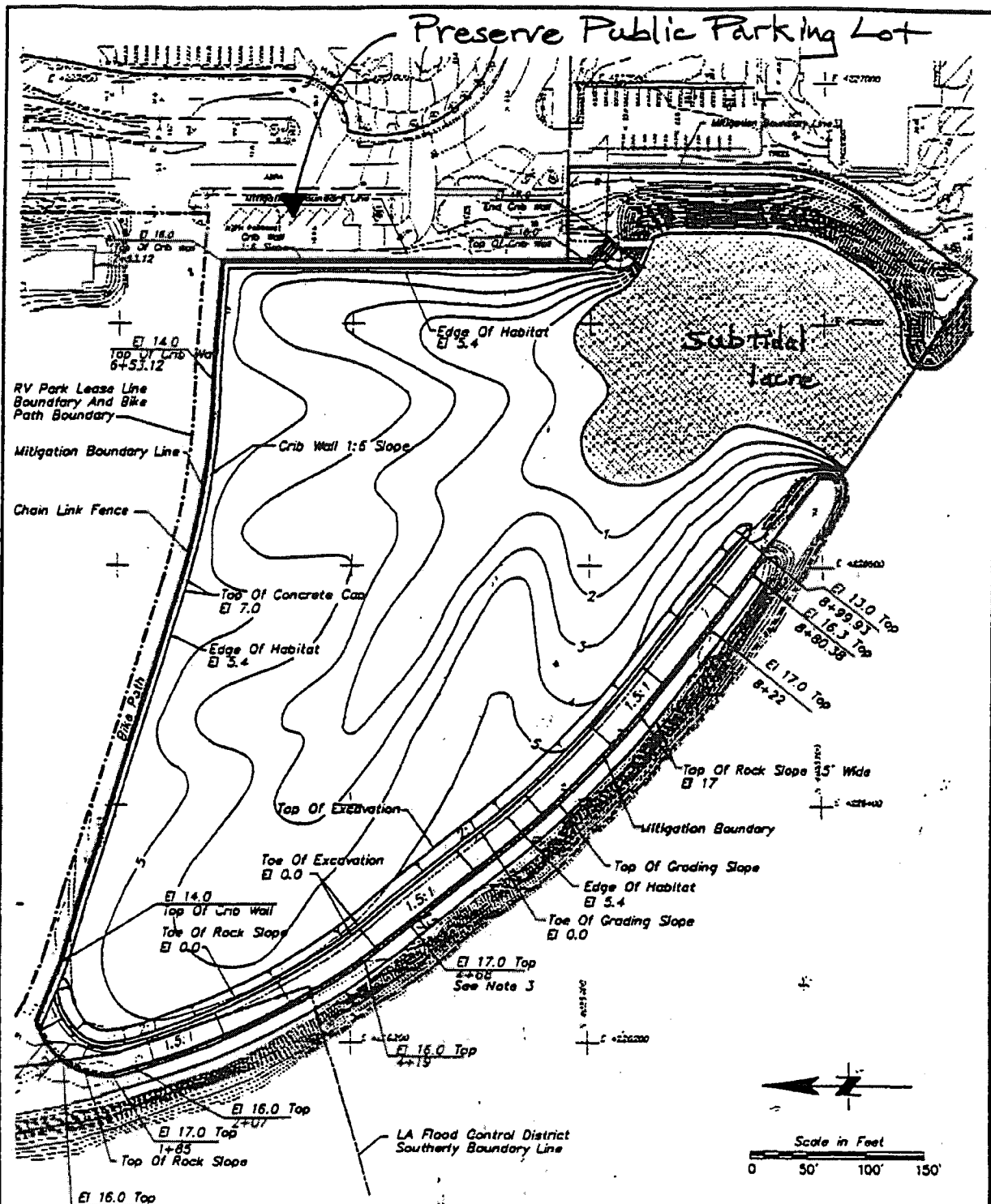


# Golden Shore Boat Launch

Existing

[illegible]

# COASTAL COMMISSION



COASTAL COMMISSION

LEGEND



Wetland Water Inundation  
At El 0.0 MLLW

Datum

MLLW = 0.0

EXHIBIT # 15

PAGE 2 OF 3

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

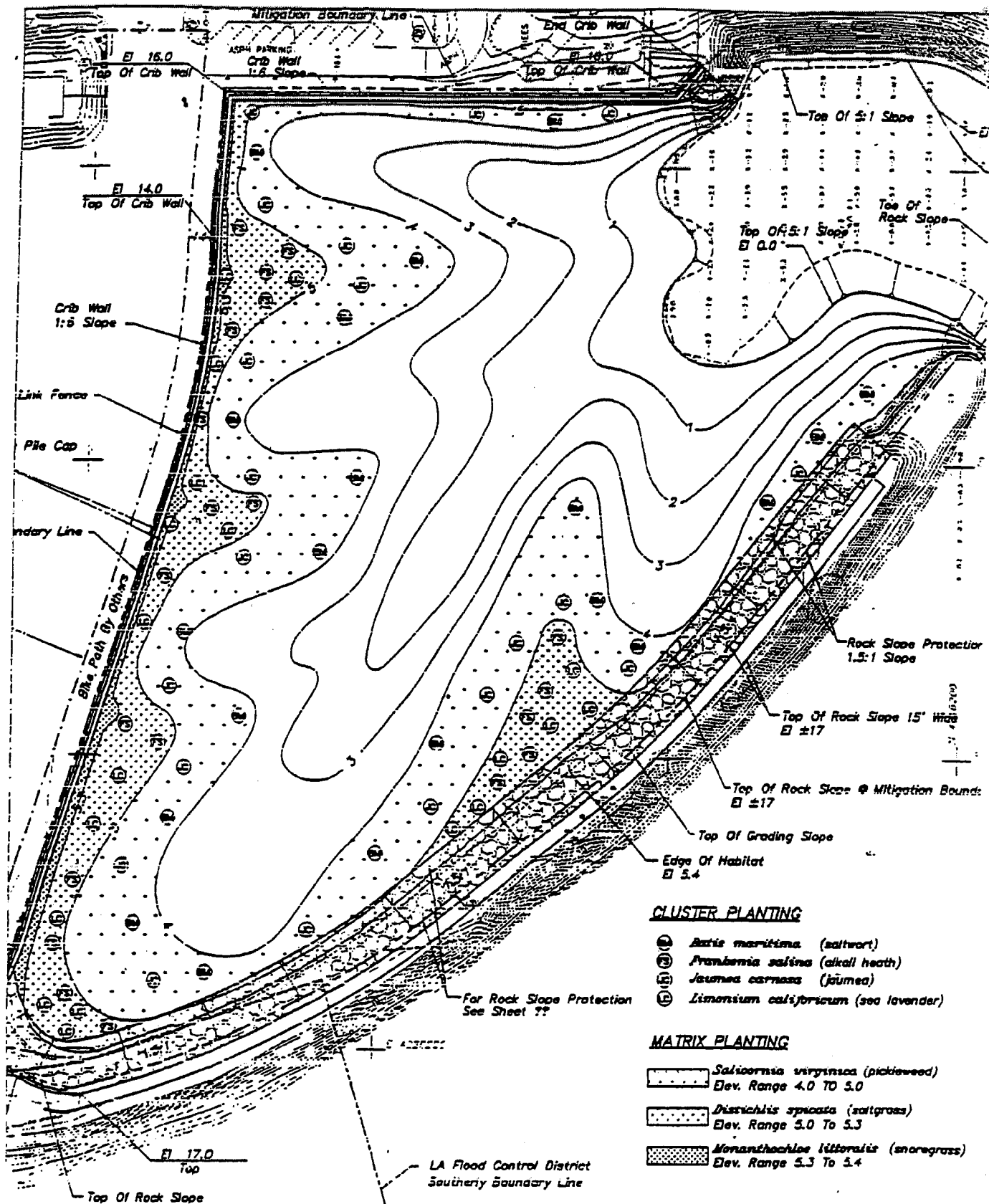


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

EXHIBIT # 15  
PAGE 3 OF 3



RESOLUTION NO. C- 26100

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

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

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

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

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

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

John R. Calhoun  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4864  
(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: \_\_\_\_\_

Signature \_\_\_\_\_

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT**

**5-96-124-A2**

Page: 2

**SPECIAL CONDITIONS:**

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

CP:

96-124-A2

**CALIFORNIA COASTAL COMMISSION**

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

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

**COASTAL DEVELOPMENT PERMIT**

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

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

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

**PETER DOUGLAS**  
Executive Director

By:   
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Permittee

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

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## 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

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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