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PERMIT

30650

Pursuant to minute order adopted by the City Council of the City of Long Beach ("City") at its December 4, 2007 meeting, City hereby grants permission to LITTLE SHIPS FLEET YACHT CLUB, a California non-profit corporation ("Permittee") to use and occupy approximately a 180 square feet storage shed located at 233 Marina Drive ("permit area") shown on Exhibit "A", attached hereto and by this reference made a part hereof.

The permit area shall be used and occupied by Permittee subject to the following terms, conditions, and limitations:

1. USE: The permit area shall be used for storage of boating equipment and supplies and for no other purpose without the prior written consent of the Director of Parks, Recreation and Marine ("Director"). Use of the dock adjacent to the permit area will require a separate permit.

2. TERM: The term of this Permit shall commence on April 1, 2008 and shall end at midnight on March 31, 2013 with either party having the right to terminate with sixty (60) days written notice to the other party.

3. PERMIT FEE: Permittee shall pay to the City rent for the permit area during year one (1) and year (2) of the term a sum of seven hundred and eighty dollars (\$780.00) to be paid annually on April 28, 2008 and April 1, 2009. Rent for the permit area for year three (3) shall be eight hundred dollars (\$800.00) to be paid on April 1, 2010. Rent for the permit area for year four (4) shall be eight hundred and twenty-five dollars (\$825.00) to be paid on April 1, 2011. Rent for the permit area for year five (5) shall be eight hundred and fifty dollars (\$850.00) to be paid April 1, 2012.

4. IMPROVEMENTS: City shall have no duty to make any improvement or repair to the permit area and improvements to the permit area by Permittee shall require prior written approval of the Director or their designee. Any and all uses of the permit area by Permittee, its agents, contractors, or employees shall be at their sole risk, cost,

1 and expense. Permittee, at its cost, shall keep and maintain the permit area during its
2 use and occupancy thereof, in good order, condition, and repair, free and clear of all
3 rubbish, debris and litter.

4 5. APPLICABLE LAWS: During its use and occupancy of the permit area,
5 Permittee shall at all times comply with all laws, ordinances, rules, and regulations of and
6 obtain permits from all federal, state, and local governmental authorities having
7 jurisdiction over the permit area and Permittee's activities thereon.

8 6. ASSIGNMENT: Permittee shall not assign this Permit or any interest
9 herein nor allow the transfer thereof (whether by operation of law or otherwise). Any
10 attempted transfer or assignment shall be void and confer no rights whatsoever upon a
11 transferee or assignee.

12 7. INSURANCE: As a condition precedent to the effectiveness of this
13 Permit, Permittee shall procure and maintain the following insurance at Permittee's sole
14 expense for the duration of this Permit from insurance companies that are admitted to
15 write insurance in the State of California or from non-admitted insurers that are on
16 California's List of Eligible Surplus Lines Insurers and that have ratings of or equivalent to
17 an A:VIII by A.M. Best Company:

18 (a) Commercial general liability insurance (equivalent in coverage scope
19 to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an
20 amount not less than One Million Dollars (\$1,000,000) per occurrence and Two
21 Million Dollars (\$2,000,000) general aggregate. This coverage shall include broad
22 form contractual liability, cross liability protection, independent contractors liability,
23 explosion, collapse and underground hazards (XCU), and sudden and accidental
24 pollution liability. The City of Long Beach, its officials, employees, and agents
25 shall be named as additional insureds by endorsement (equivalent in coverage
26 scope to ISO form CG 20 12 11 85 or CG 20 26 11 85).

27 (b) Commercial automobile liability insurance (equivalent in coverage
28 scope to Insurance Services Office, Inc. (ISO) form CA 00 01 06 92) in an amount

1 not less than One Million Dollars (\$1,000,000) combined single limit covering
2 symbol 1, "Any Auto."

3 (c) "All Risk" property insurance, in an amount sufficient to cover the full
4 replacement value of Permittee's personal property and equipment on the
5 Permitted area and improvements, whether owned, leased, or in the care, custody,
6 or control of the Permittee. City shall be named as an additional insured under a
7 standard loss payable endorsement, as its interests may appear.

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

13 All insurance required hereunder shall be separately endorsed to require at
14 least thirty (30) days' prior written notice of cancellation, nonrenewal, or reduction in
15 coverage or limits (other than by claims paid) to the City (except that ten (10) days prior
16 written notice of cancellation for nonpayment of premium is acceptable) and to provide
17 that coverage shall be primary and not contributing to any other insurance or self-
18 insurance maintained by the City, its officials, employees, or agents.

19 Permittee shall require any subconsultant that Permittee may use in the
20 performance of this Permit to maintain insurance in compliance with the provisions of
21 these Terms and Conditions.

22 Prior to the commencement of this Permit, Permittee shall deliver to City
23 certificates of insurance and the endorsements required hereunder for approval as to
24 sufficiency and form, including the certificates of insurance and endorsements of any
25 subconsultant to Permittee. The certificates and endorsements for each insurance policy
26 shall contain the original signature of a person authorized by that insurer to bind
27 coverage on its behalf. In addition, Permittee shall, within at least thirty (30) days prior to
28 expiration of such policies, furnish City with certificates of insurance and endorsements

1 evidencing renewal of the insurance required herein, including the insurance of any
2 subconsultants to Permittee. City reserves the right to require complete certified copies of
3 all said policies at any time, including the policies of any subconsultants to Permittee.

4 Such insurance as required herein shall not be deemed to limit Permittee's
5 liability relating to performance under this Permit. The procuring of insurance shall not be
6 construed as a limitation on liability or as full performance of the indemnification and hold
7 harmless provisions of this Permit. City makes no representation that the limits or forms
8 of coverage of insurance specified herein are adequate to cover Permittee's liability and
9 obligations under this Permit.

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

12 8. NOTICES, DEMANDS, AND COMMUNICATIONS BETWEEN THE
13 PARTIES: Any notice, demand, request, consent, or communication that either party
14 desires or is required to give to the other party or any other person shall be in writing and
15 either be served personally, by facsimile transmission or sent by prepaid, first-class mail
16 addressed as follows:

17
18 TO CITY: Director of Parks, Recreation and Marine
19 Attention: Contract Management Division
20 2760 Studebaker Road
21 Long Beach, California 90815
22 FAX No.: (562) 570-3154

23 TO PERMITTEE: Little Ships Fleet Yacht Club
24 Attention: Michael Maronta
25 157 Stanford Lane
26 Seal Beach, California 90740
27 Phone No.: (562) 598-7864
28 Fax No.: (562) 598-0614

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

1 Either party may change its address by notifying the other party of the
2 change of address. Notice shall be deemed communicated upon delivery if personally
3 served or given by facsimile transmission and within forty-eight (48) hours from the time
4 of mailing if mailed as provided in this paragraph.

5 LITTLE SHIPS FLEET YACHT CLUB,
6 a California non-profit corporation

7 FEBRUARY 8th, 2008

By: Michael A. Maronda

8 MICHAEL A. MARONDA
9 (TYPE OR PRINT NAME)

10 COMMODORE
11 TITLE

12 08 FEB 2008, 2008

By: Paxton B. Starksen

13 PAXTON B. STARKSEN
14 (TYPE OR PRINT NAME)

15 SECRETARY
16 TITLE

17 "PERMITTEE"

18 CITY OF LONG BEACH, a Municipal
19 Corporation

20 April 20, 2008

By: Suzanne **ASSISTANT**
21 City Manager

22 "CITY"

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

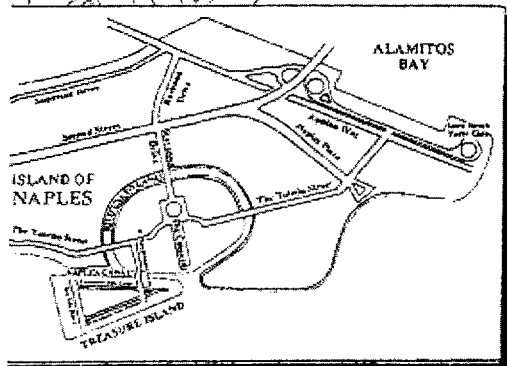
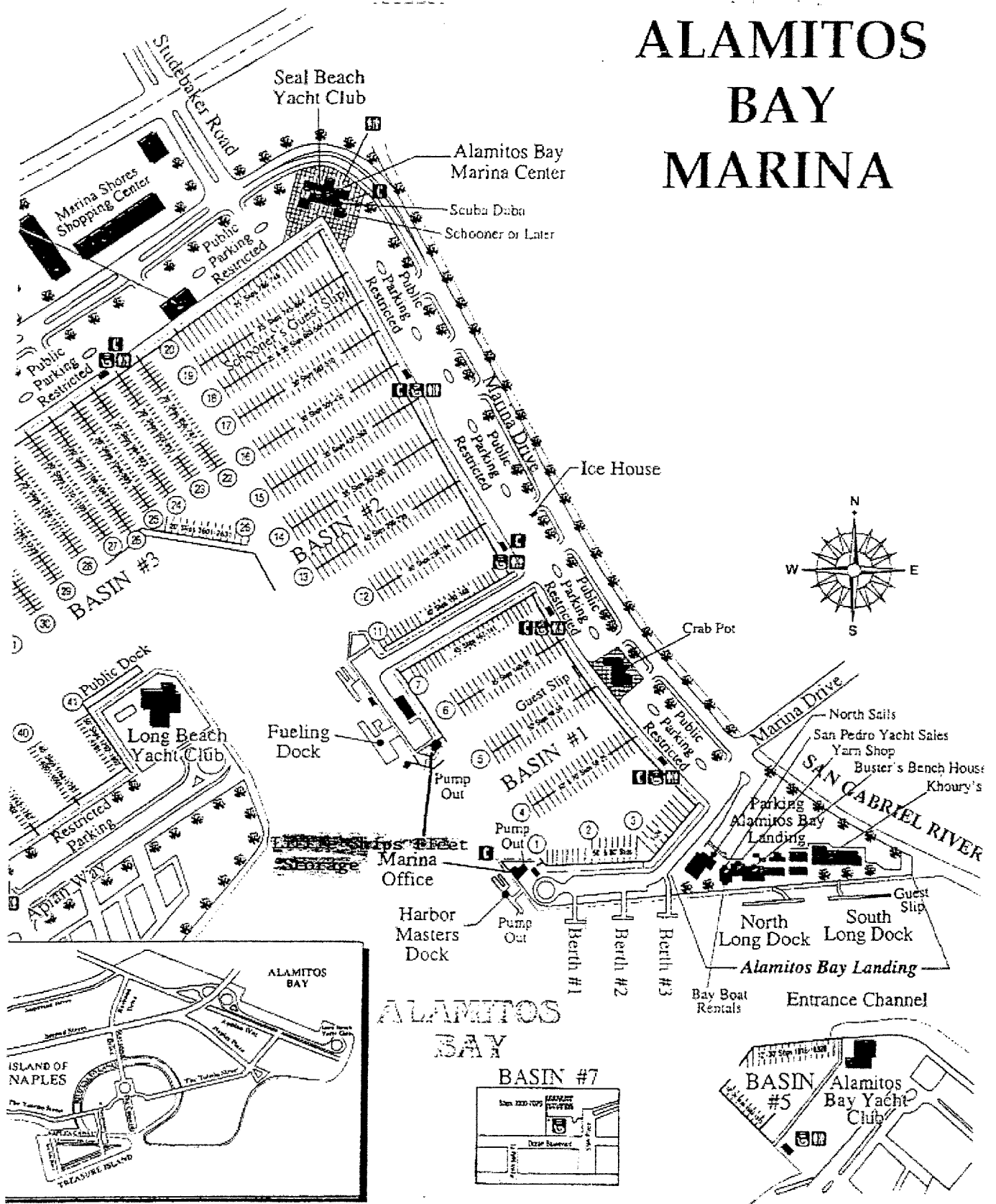
25 Approved as to form this 14 day of April, 2008.

26 ROBERT E. SHANNON, City Attorney

27 By: Dary J. Anderson
28 Deputy

EXHIBIT "A"

ALAMITOS BAY MARINA



ALAMITOS BAY

