



1 year, no more than thirty (30) of which shall be consecutive without the permission  
2 of the Manager of the Marine Bureau.

3 D. Permittee shall not operate scuba-diving charters, individual  
4 ticket sales tours, sportfishing charters, or point-to-point water taxi service within  
5 the limits of the City of Long Beach.

6 3. SAFETY AND EQUIPMENT. Permittee must provide all safety  
7 equipment determined to be necessary for the safe operation of all vessels or equipment  
8 furnished for public use by Permittee. Permittee shall meet before April 30 of each year,  
9 with the City's Chief Lifeguard and Manager of Marinas and Beaches or other designees  
10 to review emergency water safety requirements and instructions to be given to the public  
11 for operation of Permittee's equipment, said Lifeguard being authorized to determine any  
12 necessary safety equipment, and the circumstances attaching to its requirement or use.  
13 The Permittee must initially submit to the City's Chief Lifeguard or his designee and to the  
14 Manager, and thereafter before March 1 of each year, a list of Permittee's equipment  
15 held for rental to the public.

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

20 5. TERM. The term of this Permit shall commence at 12:01 a.m. on  
21 January 1, 2010 and shall terminate at midnight on December 31, 2012. Notwithstanding  
22 the foregoing, either party may terminate this Permit at any time for any or no reason  
23 upon ninety (90) days written notice to the other party. Upon termination of this Permit,  
24 Permittee shall quit and surrender possession of the Permit Area and remove its personal  
25 property therefrom. The term of this permit may be extended beyond December 31,  
26 2012, for one period of (2) two years.

27 6. COMPENSATION.

28 A. Dock Fee. Permittee shall pay to the City for the use of the

1 Permit Area the per lineal foot, per month, or other fee subsequently adopted by  
2 the City Council of the City of Long Beach, occupied and/or reserved by Permittee  
3 for any time such slip or end tie is so used. The Dock Fee shall be paid on or  
4 before the first day of each month during the term of this Permit. The Dock Fee  
5 shall be paid in advance and Permittee shall not have any right of abatement,  
6 deduction, set off, prior notice or demand.

7 B. Concession Fee.

8 i. Permittee shall pay to the City percentage fees in  
9 amount of six percent (6%) in year one; six and one half percent (6.5%) in  
10 year two; and seven percent (7%) in year three of Permittee's "gross  
11 receipts" (as that term is defined in subparagraph 6.E below) derived from  
12 Permittee's Long Beach Operations or an annual minimum of five thousand  
13 dollars (\$5,000.00), whichever is greater. In the event that the term of this  
14 Permit is extended beyond the initial term, the annual percentage rent shall  
15 be renegotiated; under no circumstances shall this percentage rent be  
16 adjusted below seven percent (7%).

17 ii. The percentage rent shall be paid quarterly, due on  
18 January 10<sup>th</sup> for the months of October, November and December; due on  
19 April 10<sup>th</sup> for the months of January, February and March; due on July 10<sup>th</sup>  
20 for the months of April, May and June, and due on October 10<sup>th</sup> for the  
21 months of July, August and September.

22 iii. A statement of gross sales receipts must be submitted  
23 along with the quarterly payments for each and every month in which gross  
24 receipts are received, whether received by Permittee, its subpermittees,  
25 concessionaires or other person or entity operating under a contract with  
26 Permittee from all permitted concessions, operations and activities.  
27 Permittee shall not have any right of abatement, deduction, set off, prior  
28 notice or demand.

1                   iv.     In the event that the percent of gross receipts derived  
2 from Permittee's Long Beach Operations exceeds the annual minimum paid  
3 by Permittee to City, the Permittee shall pay the difference between the  
4 gross receipts and the annual minimum to the City on or before January  
5 31<sup>st</sup>.

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

14                   C.     Brokerage Sales.

15                   i.     Permittee shall pay five percent (5%) of any  
16 commissions for brokerage sales made at or from the premises, plus five  
17 percent (5%) of net profit on new boat sales generated from business done  
18 on or from the Premises. For the purpose of ascertaining the amount of  
19 gross receipts, associated with brokerage sales, Permittee shall record  
20 each and every sale at the time of the transaction.

21                   ii.    The brokerage sales rent shall be paid quarterly, due  
22 on January 10<sup>th</sup> for the months of October, November and December; due  
23 on April 10<sup>th</sup> for the months of January, February and March; due on July  
24 10<sup>th</sup> for the months of April, May and June, and due on October 10<sup>th</sup> for the  
25 months of July, August and September.

26                   iii.   A statement of gross receipts must be submitted along  
27 with the quarterly payments for each and every month in which brokerage  
28 sales gross receipts are received whether received by Permittee, its

1 subpermittee, or other person or entity operating under a contract with  
2 Permittee. Permittee shall not have any right of abatement, deduction, set  
3 off, prior notice or demand.

4 D. Charges for Late Payments.

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

9 ii. If Concession Fee payment is not received on the  
10 twentieth (20<sup>th</sup>) day of the month following the due date listed on Section  
11 6.B., a late fee shall be assessed. The late fee shall be five percent (5%) or  
12 fifty dollars (\$50), whichever is greater.

13 iii. If the Annual Minimum Payment is not reconciled and  
14 paid on or before January 31 of each year, a late fee shall be assessed.  
15 The late fee shall be five percent (5%) or fifty dollars (\$50), whichever is  
16 greater.

17 iv. If the Brokerage Sales Fee is not received on the  
18 twentieth (20<sup>th</sup>) day of the month following the due date listed on section  
19 6.C., a late fee shall be assessed. The late fee shall be five percent (5%) or  
20 fifty dollars (\$50), whichever is greater.

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

24 vi. The late fees above are intended to compensate City  
25 for its additional administrative costs resulting from Permittee's failure, and  
26 has been agreed upon by City and Permittee, after negotiation, as a  
27 reasonable estimate of the additional administrative costs that will be  
28 incurred by City as a result of Permittee's failure. The actual cost in each

1 instance is extremely difficult, if not impossible, to determine. These late  
2 fees will constitute liquidated damages and shall be paid to City together  
3 with such unpaid amounts. The payment of these late fees shall not  
4 constitute a waiver by City of any default by Permittee under this Permit.

5 E. Gross Receipts. "Gross receipts" as used herein shall include  
6 the following:

7 i. The gross selling price of all rentals/charities and  
8 equipment associated with charges for the use of or passage aboard any  
9 Permittee authorized vessel that docks or ties up at the Permit Area.

10 ii. The gross selling price for all food, beverages, and  
11 other merchandise or services sold or delivered by Permittee, its permitted  
12 licensees, concessionaires, and persons, firms, or corporations aboard said  
13 vessels.

14 iii. Gross selling price of all club membership dues or  
15 other charges for participation in club activities.

16 iv. All sales as defined in Section 6.C.

17 v. Gross receipts shall include sales for cash, credit, or  
18 services whether collected or not.

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

26 vii. Gross receipts shall be reported for the month  
27 received.

28 F. Statement of Gross Receipts.

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

Department of Parks, Recreation and Marine  
2760 Studebaker Road  
Long Beach, CA 90815-1697  
Attention: Contract Management

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

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

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

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

8. AUDIT. The City shall be entitled during the initial term or any extension thereof and within three (3) years after the expiration or termination of this Permit to inspect, examine, and audit all Permittee's books of account, records, cash receipts, and other pertinent data so City can ascertain Permittee's gross receipts. Permittee shall cooperate fully with City in making any such inspection, examination, and audit. The inspection, examination, or audit shall be conducted during usual business

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

7 9. BOOKS OF ACCOUNT AND RECORDS.

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

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

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

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

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

27 F. For the purpose of ascertaining the number of Rainbow  
28 Harbor and Rainbow Marina passengers, Permittee will submit monthly, in writing,



1 vessel schedules, including the name of the boat, and the passenger counts with  
2 the gross receipts statements to the Accounting Section of the Department of  
3 Parks, Recreation and Marine at the following address:

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

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

11 i. Daily cash register summary tapes and sealed,  
12 continuous cash register tapes or prenumbered sales slips or computer  
13 transaction receipts on transaction summary reports;

14 ii. A single, separate bank account into which all receipts  
15 of business or other revenue from operations on or from the Permit Area  
16 are deposited;

17 iii. All bank statements detailing transactions in or through  
18 any

19 iv. business bank account;

20 v. Daily or weekly sales capitulations;

21 vi. A general ledger or a summary record of all cash  
22 receipts and disbursements from operations on or from the Permit Area;

23 vii. Copies of all tax returns filed with any governmental  
24 authority that reflect in any manner sales, income, or revenue generated in  
25 or from the Permitted Area, including, but not limited to, federal income tax  
26 returns and state sales or use tax returns;

27 viii. Daily vessel schedules, including the name(s) and  
28 identification number(s) of the boat(s), and passenger counts;

1 ix. Other records or accounts that City may reasonably  
2 require in order to ascertain, document, or substantiate gross receipts.

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

19 I. The receipt by City of any statement or any payment of  
20 compensation for any period shall not bind City as to the correctness of the  
21 statement or payment.

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

27 The Manager shall have the right to approve the level of service rendered  
28 and to order such service improved, discontinued or remedied. If the quality of service or

1 equipment supplied or the cleanliness of concession is not at a level satisfactory to the  
2 Manager or does not adequately meet the needs of the public, or if Permittee violates any  
3 of the terms of conditions of this permit, then the Manager shall have the right to revoke  
4 this Permit by giving prior notice of revocation to Permittee.

5           11. ATTENTION. Permittee shall devote time and attention to the  
6 concession and shall promote, increase and develop the concession and render every  
7 possible service and convenience to the public or shall appoint a manager to do so who  
8 shall remain subject to the direction of control of Permittee. Any manager appointed by  
9 Permittee shall have full authority for the concession or portion under his/her control.  
10 Permittee shall employ individuals skilled in management of businesses similar to the  
11 concession and Permittee shall encourage his manager to utilize sound business  
12 methods.

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

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

23           14. IMPROVEMENTS. Permittee shall not install, erect, or construct any  
24 building, improvement, or structure on the Permit Area nor alter the same without the  
25 prior written approval of the Manager. In the event Permittee, with the prior written  
26 approval of the Manager, makes any improvement to the structures within the Permit  
27 Area, title to any such improvement shall vest in the City.

28           Any approval shall be subject to conditions as may be required for such

1 improvements and imposed by the Manager.

2 15. ADVERTISING.

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

8 B. Advertising Budget. Within thirty (30) days after the  
9 commencement date of the term of this Permit, and within thirty (30) days after the  
10 end of each calendar year during the term of this Permit, Permittee shall submit to  
11 the Manager a written budget describing in reasonable detail proposed  
12 expenditures for advertising, publicity and promotion (including direct expenses for  
13 salaries associated therewith) proposed to be made during the calendar year.  
14 Beginning in year 2, the budget shall not be less than one percent (1%) of  
15 Permittee's gross sales for previous calendar year. Permittee shall submit to the  
16 Manager upon demand a detailed statement of expenditures made by it to  
17 advertise, publicize and promote the permitted concession, operations and  
18 activities. In the event Permittee fails or refuses to comply with the provisions of  
19 this paragraph, such failure or refusal shall be deemed a material breach and the  
20 City may terminate this Permit upon fifteen (15) days written notice to Permittee.

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

26 17. TRASH REMOVAL AND DISPOSAL. The City shall provide, for  
27 Permittee, trash bins at each dock for trash disposal except the floating docks located at  
28 Pierpoint Landing. Trash from Permittee's operation shall be disposed of in the trash

1 bins for collection by the Maintenance Operations Bureau of the Department of Parks,  
2 Recreation and Marine. The City shall have the right to modify or change the trash  
3 removal operation and Permittee agrees to accept and comply with any such modification  
4 or change.

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

17           19. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.

18           A. Responsibility for Repair. If any dock or improvement at any  
19 time on the Permit Area shall be damaged or destroyed by any cause whatsoever  
20 during the Permit term, Permittee shall, with reasonable promptness, report the  
21 damage to the City. The City shall have responsibility to make repairs to replace  
22 the same, to at least the condition existing immediately prior to such damage or  
23 destruction. The Permittee shall be responsible for reimbursing the City for the pro  
24 rata share of expenses incurred to repair or replace the damage or destruction to  
25 the Permit Area to the extent contributed to by the act or omission of Permittee, its  
26 employees or agents. Permittee shall be responsible for reimbursing the City even  
27 though the proceeds of any insurance policies covering the loss ("Insurance  
28 Proceeds") may be insufficient to reimburse Permittee therefore; provided,

1           however, that if such proceeds of insurance are more than sufficient to pay the  
2           cost of any such rebuilding, Permittee shall be entitled to receive any surplus. City  
3           at its discretion may authorize Permittee to make repairs to replace the same to at  
4           least the condition existing immediately prior to such damage or destruction. Such  
5           authorization shall be in writing.

6                        B.     Insurance Proceeds. Insurance Proceeds shall be held by an  
7           Insurance Trustee mutually agreed to by the parties, but shall be paid to the  
8           Permittee or as Permittee may direct from time to time as the restoration of the  
9           Permit Area progresses, to pay or reimburse City for the cost of such restoration  
10          upon the written request of City accompanied by evidence satisfactory to the  
11          Insurance Trustee that:

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

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

23                               (a)    The restoration of the Permit Area has been  
24                               completed;

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

26                               (c)    There are no mechanic's or similar liens for  
27           labor or materials supplied in connection therewith, the balance, if  
28           any, of such Insurance Proceeds shall be paid to Permittee or as the

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

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Permittee may direct.

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

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

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

A. Commercial General Liability insurance (equivalent in coverage scope to ISO form CG 00 01 11 85 or 11 88) in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and covering the Permittee's operations under or in connection with this Permit. If the policy contains a general aggregate, the general aggregate shall be in an amount not less than Two Million

1 Dollars (\$2,000,000). Such insurance shall include, as may be applicable to  
2 Permittee's operations under or in connection with this Permit, broad form  
3 contractual liability, products and completed operations liability and liquor liability.  
4 The City of Long Beach, its officials, employees and agents shall be added as  
5 additional insureds by endorsement (equivalent in coverage scope to ISO form CG  
6 20 26 11 85). This insurance shall contain no special limitations on the scope of  
7 protection afforded to the City, its officials, employees and agents, and shall  
8 provide cross-liability protection.

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

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

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

27 Each insurance policy shall be endorsed to state that coverage shall not be  
28 suspended, voided, materially changed, or canceled by either party except after thirty



1 (30) days prior written notice to City, and shall be primary to City. Any insurance or self-  
2 insurance maintained by City shall be excess to and shall not contribute to insurance or  
3 self-insurance maintained by Permittee.

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

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

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

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

24 21. INDEMNIFICATION.

25 A. General Indemnity. Permittee shall defend and indemnify the  
26 City of Long Beach and its officers and employees while acting within the scope of  
27 their duties from and against any and all actions, suits, proceedings, claims and  
28 demands, costs (including attorneys' fees and court costs), expense and liability of

1 any kind or nature whatsoever ("claims") for injury to or death of persons or  
2 damage to property (including property owned by or under the control of the City)  
3 which may be brought, made, filed against, imposed upon or sustained by the City,  
4 its officers or employees based upon or arising out of:

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

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

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

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

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

25 B. Environmental Release and Indemnification. Permittee  
26 hereby agrees to hold harmless, defend and indemnify the City and its employees,  
27 members and officials from and against all liability, loss, damage, costs, penalties,  
28 fines and/or expenses (including attorneys' fees and court costs) arising out of or

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

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

27 i. Exclusions.

28 (a) Contamination on, beneath, or abutting the

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Permit Area which existed prior to the initial commencement date of the Permit.

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

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

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

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

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

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

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

1 States, the State of California or any political subdivision thereof; or

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

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

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

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

22 A. Permittee shall submit weekly, in writing, daily vessel  
23 schedules, including the name(s) and identification number(s) of the boat(s), and  
24 passenger counts. The schedules shall be submitted by the Friday of the  
25 preceding week. Permittee may amend the reported information to make changes  
26 to or correct information pursuant to the vessel schedule, boat name or  
27 identification number and passenger count. Permittee must give the Manager of  
28 the Marine Bureau prior written notification of any changes.

1 B. Permittee, at its cost, shall maintain each of its vessels in  
2 good, seaworthy condition. At all times, if any condition is discovered affecting the  
3 safety of the vessel or its seaworthiness, that vessel shall be immediately  
4 withdrawn from service and all necessary repairs promptly commenced.  
5 Permittee's vessels shall be attractive in design and shall at all times be  
6 maintained in a neat and clean condition free from deteriorations. To maintain an  
7 attractive appearance at all times, Permittee, at its cost, shall cause its vessels to  
8 have all gear stored and to be regularly painted. No rips, tears or missing pieces  
9 or excessive fading shall be permitted.

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

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

21 25. PARKING/TRAFFIC MANAGEMENT. Permittee and employees of  
22 Permittee may be required to participate in a parking/traffic management program which  
23 may designate parking areas for Permittee's employees.

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

26 27. ASSIGNMENT OR TRANSFER. Permittee shall not assign or  
27 transfer this Permit nor shall any interest herein be assignable or transferable by  
28 operation of law or by any process or proceedings of any court or otherwise. Any

1 attempted transfer or assignment shall be void and confer no rights whatsoever upon a  
2 transferee or assignee.

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

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

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

25           29. INSPECTION. The City's authorized representatives shall have  
26 access to and across the Permit Area during business hours and, in the event of an  
27 emergency, at any other time for inspection, repair of publicly-owned utilities and  
28 structures, and for fire and police purposes. The City, acting through the Marine Bureau

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

1 of the Department of Parks, Recreation and Marine, shall have the right, but not the  
2 obligation, to board and inspect any such vessels to assure compliance by Permittee with  
3 the provisions of this Permit. City shall coordinate inspections with Permittee.

4 30. GENERAL PROVISIONS.

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

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

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

14  
15 WITH A COPY TO: Director of Parks, Recreation & Marine  
16 Attention: Contract Management Division  
17 2760 Studebaker Road  
18 Long Beach, California 90815-1697

19  
20 TO PERMITTEE: Pacific Sailing, LLC.  
21 419-S Shoreline Village Drive  
22 Long Beach, California 90802

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

27 B. Conflict of Interest. No member, official or employee of City  
28 shall have any personal interest, direct or indirect, in this Permit, nor shall any



1 such member, official or employees participate in any decision relating to this  
2 Permit which affects his personal interest or the interests of any corporation,  
3 partnership or association in which he is, directly or indirectly, interested. No  
4 member, official or employee of City shall be personally liable to Permittee, or any  
5 successor in interest, in the event of any default or breach by City or for any  
6 amount which may become due to Permittee or successor or on any obligations  
7 under the terms of this Permit.

8 C. Defaults and Remedies.

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

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

27 iii. Applicable Law. The laws of the State of California  
28 shall govern the interpretation and enforcement of this Permit. Permittee

1 during its use and occupancy of the Permit Area shall at all times comply  
2 with all laws, ordinances, rules, and regulations of and obtain permits from  
3 all federal, state, and local governmental authorities having jurisdiction over  
4 the Permit Area, Permittee's vessels and Permittee's activities thereon.

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

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

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

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

25 vii. Remedies. In the event of a default by Permittee,  
26 which is not cured by Permittee within the times specified in this Permit,  
27 City without further notice to Permittee, may declare this Permit and/or  
28 Permittee's right of possession at an end and may reenter the Permit Area

1 by process of law, in which event, City shall have the right to recover from  
2 Permittee:

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

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

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

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

17 D. Enforced Delay: Extension of Time of Performance. In  
18 addition to other provisions of this Permit, performance by either party hereunder,  
19 shall not be deemed to be in default where delays or defaults are unavoidable or  
20 performance is rendered impracticable, due to war; enemy action; insurrection;  
21 civil disturbance, strikes; lock-outs; riots; floods; earthquakes; fires; casualties;  
22 acts of God; acts of public enemy; epidemics; quarantine restrictions; freight  
23 embargoes; lack of transportation; governmental restrictions or moratoria; failure  
24 or inability to secure materials or labor by reason of regulations or order of any  
25 governmental entity; litigation including eminent domain proceedings or related  
26 legal proceedings, acts or failure to act of the other party; acts or failure to act of  
27 any public or governmental agency or entity; and the time for such performance  
28 shall be extended for a period equal in length to such delay(s).

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

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

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

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

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

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

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

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

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

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

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

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

31. TAXES. This Permit may create a possessory interest subject to property taxation and Permittee may be liable for the payment of property taxes levied on

1 such possessory interest. Permittee shall pay or cause to be paid, prior to delinquency,  
2 all taxes, assessments and other governmental and district charges that may be levied or  
3 assessed for buildings, improvements or property located on the Permit Area and upon  
4 possessory interests created by this Permit. Satisfactory evidence of such payments  
5 shall be delivered by Permittee upon demand therefore.

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

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

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

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

26           34. SPECIAL EVENTS. Permittee recognizes that the area of the City in  
27 which Permittee will operate pursuant to this Permit is annually impacted by Special  
28 Events, including but not limited to the running of the Long Beach Grand Prix, Sea

1 Festival and Boat Shows. Permittee waives any and all claim that it might ever have  
2 against City or the operators of said Special Events, including but not limited to the Grand  
3 Prix as a result of any adverse impact on its operations or business as a result of said  
4 Special Events.

5           35. EMPLOYMENT COOPERATION. Permittee acknowledges that the  
6 Queensway Bay Project, including Permittee's operations under this Permit, is subject to  
7 the hiring requirements set forth in 24 C.F.R. Section 570.209. Such requirements  
8 mandate that the Queensway Bay Project create 1,143 new jobs for low- or moderate-  
9 income persons (as defined in 24 C.F.R. Section 570.3) (hereinafter 'low-income hires').  
10 Accordingly, Permittee agrees that it shall use good faith efforts to create such low  
11 income hires, and shall report to the City of Long Beach, on an annual basis, the name,  
12 position, date of hire and income level for all low-income hires for its operations under  
13 this Permit. Permittee further agrees that all permits, subpermits, concession  
14 agreements and licenses entered into by Permittee regarding any portion of the permit  
15 area shall require that all subpermittees, concessionaires and licensees comply with such  
16 requirements. In furtherance of these requirements, Permittee agrees that it will  
17 reasonably cooperate with the City of Long Beach, through its Training and Employment  
18 Development Officer and staff with recruitment, screening and tracking. In implementing  
19 such efforts, the City of Long Beach, through its Training and Development Officer and  
20 staff, will provide to Permittee and all Queensway Bay permittees, subpermittees,  
21 concessionaires and licensees, staff assistance, at no cost, to pre-screen and qualify all  
22 potential job applicants. Such services include assisting with community outreach to  
23 recruit qualified job applicants and conducting pre-screening sessions to determine the  
24 most qualified applicants for jobs. All qualification and hiring decisions will be made by  
25 Permittee or its subpermittees, concessionaires or licensees. As part of its  
26 implementation program, the City of Long Beach will also provide for up to 240 hours of  
27 on-the-job training if the employee is determined to need such training and he/she meets  
28 Federal Job Training Partnership Act (JTPA) program eligibility. The City of Long Beach

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

1 Training and Employment Development Officer is responsible for providing the staff  
2 necessary for pre-employment assistance. The requirements set forth in this Section  
3 shall terminate upon the City's written verification that 1,143 low-income hires have been  
4 created for the Queensway Bay Project.

5  
6  
7 April 21, 2010

PACIFIC SAILING LLC

By [Signature]

By \_\_\_\_\_

“PERMITTEE”

10 CITY OF LONG BEACH, a municipal  
11 corporation

7.6

12 By \_\_\_\_\_

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

City Manager

Assistant City Manager

“CITY”

15 Approved as to form, this 28<sup>th</sup> day of June, 2010.

17 ROBERT E. SHANNON, City Attorney

18 By [Signature]

Deputy



# EXHIBIT A RAINBOW HARBOR AND RAINBOW MARINA



# EXHIBT A

## PACIFIC SAILING PERMITTED SLIPS

<b>PERMIT</b>	<b>SLIP</b>	<b>VESSEL</b>
<b>47984</b>	<b>5005</b>	<b>ROCK ISLAND</b>
<b>1342708</b>	<b>5011</b>	<b>JEWELL OF THE NILE</b>
<b>1342348</b>	<b>5027</b>	<b>LA VIE ET LA MOUR</b>
<b>48075</b>	<b>5031</b>	<b>SEA ROY</b>
<b>1342372</b>	<b>5033</b>	<b>GENESIS</b>
<b>1342713</b>	<b>5043</b>	<b>THUNDER</b>
<b>47902</b>	<b>5052</b>	<b>SWEET ESCAPE</b>
<b>47327</b>	<b>5054</b>	<b>WIND TALKER</b>
<b>48074</b>	<b>5056</b>	<b>ANNABEL LEE</b>
<b>47323</b>	<b>5058</b>	<b>THE BLACK PEARL</b>
<b>48076</b>	<b>5077</b>	<b>PLATFORM 9 3/4</b>
<b>48081</b>	<b>5078</b>	<b>MILLENNIUM FALCON</b>
<b>47814</b>	<b>5079</b>	<b>CF 6325 CE</b>


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.

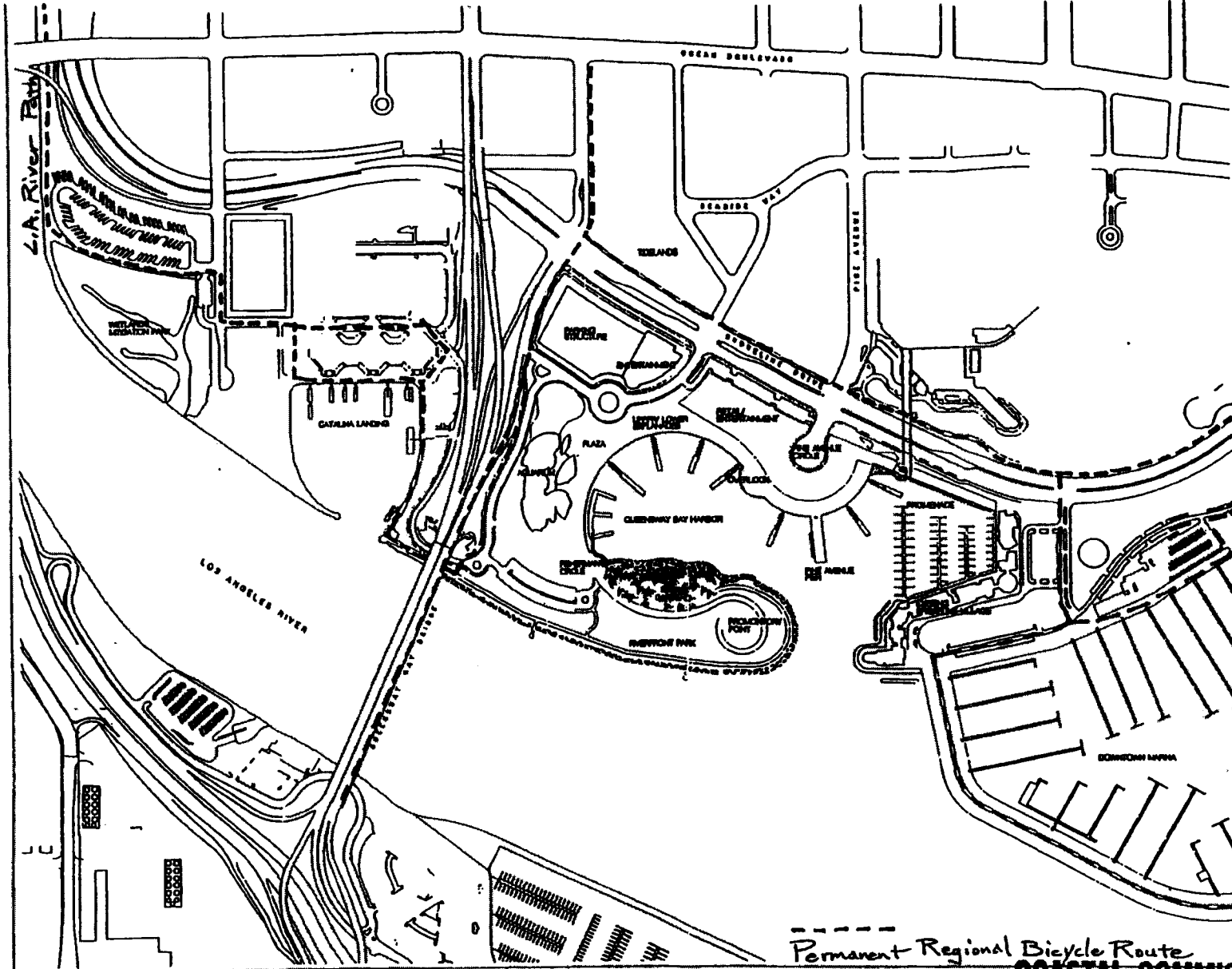
20. City Acceptance of Conditions


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

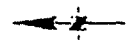
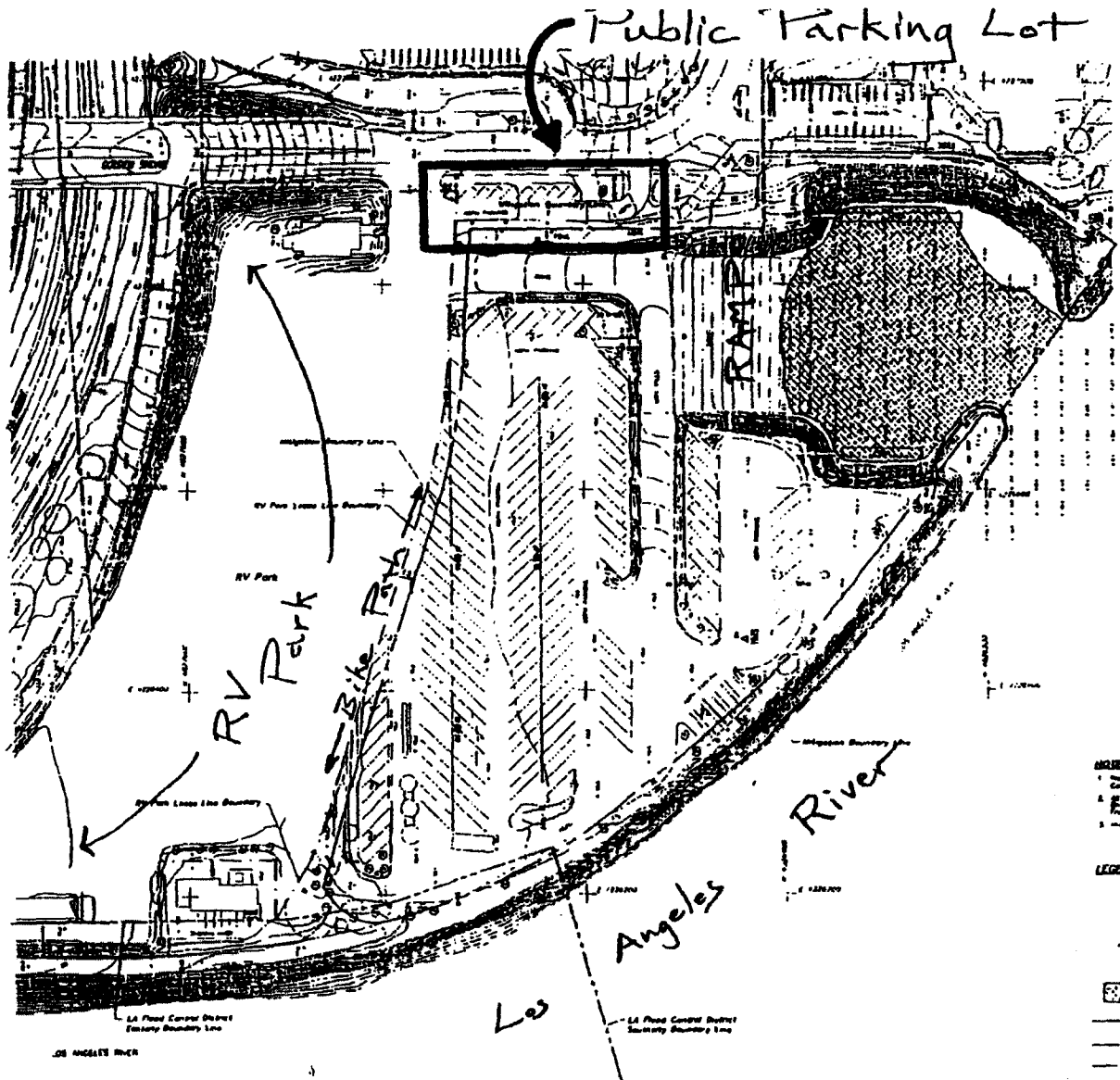


 <b>QUEENWAY BAY</b> <small>Long Beach, California</small>	
<b>GENERAL:</b>	
2100 West Ocean Blvd. Long Beach, California 90802 562-595-1234	
<b>ARCHITECT:</b>	
Architecture & Planning Architects, Inc. 2700 West Ocean Blvd. #100 Long Beach, California 90802 562-595-1234	
<b>ENGINEERING:</b>	
Harbor & Marine Structures 2700 West Ocean Blvd. #100 Long Beach, California 90802 562-595-1234	
<b>Site Preparation:</b>	
400 West Ocean Blvd. Long Beach, California 90802 562-595-1234	
<b>Site &amp; Surroundings:</b>	
400 West Ocean Blvd. #100 Long Beach, California 90802 562-595-1234	
<b>Construction &amp; Planning:</b>	
400 West Ocean Blvd. #100 Long Beach, California 90802 562-595-1234	
<b>CONDOMINIUM DEVELOPMENT:</b>	
400 West Ocean Blvd. #100 Long Beach, California 90802 562-595-1234	
<b>DATE: 1988</b>	
<b>MASTER SITE PLAN</b>	
2100 West Ocean Blvd. Long Beach, California 90802 562-595-1234	2100 West Ocean Blvd. Long Beach, California 90802 562-595-1234
<b>SK-4</b> <small>© 1988 Queenway Bay, Inc.</small>	

----- Final Regional Bicycle Route

Permanent Regional Bicycle Route  
**COASTAL COMMISSION**

EXHIBIT # 11  
 PAGE 1 OF 1



- NOTES:**
1. Proposed Construction by Board Of California Community College, 7, 1988, 177
  2. All Structures are to be built on Flood Plain of 100 Year Flood
  3. Majestic Boundary Line Shown on G.S. Survey

- LEGEND:**
- ③ Point (Top)
  - Sounding/Elevation (Top)
  - Ⓜ Core Post (Top)
  - Light Feature (Top)
  - Ⓛ Survey Control Point and Elevation
  - Existing Water Retention at D.S.P. B&E
  - Majestic Boundary Line
  - RV Park Lease Line Boundary
  - Right-Of-Way/Lease Line

**Q BAY**

**QUEENSWAY BAY**  
DESIGNING & DRAWING  
Long Beach, California

**PROPERTY:**  
Site and Survey  
Site Plan  
Long Beach, California 90801  
Site No. 100

**EXHIBIT:**  
Site Plan & Survey  
Site Plan  
Long Beach, California 90801  
Site No. 100

**EXHIBIT:**  
Site Plan & Survey  
Site Plan  
Long Beach, California 90801  
Site No. 100

**DATE:**  
10/10/88

**SCALE:**  
1" = 100'

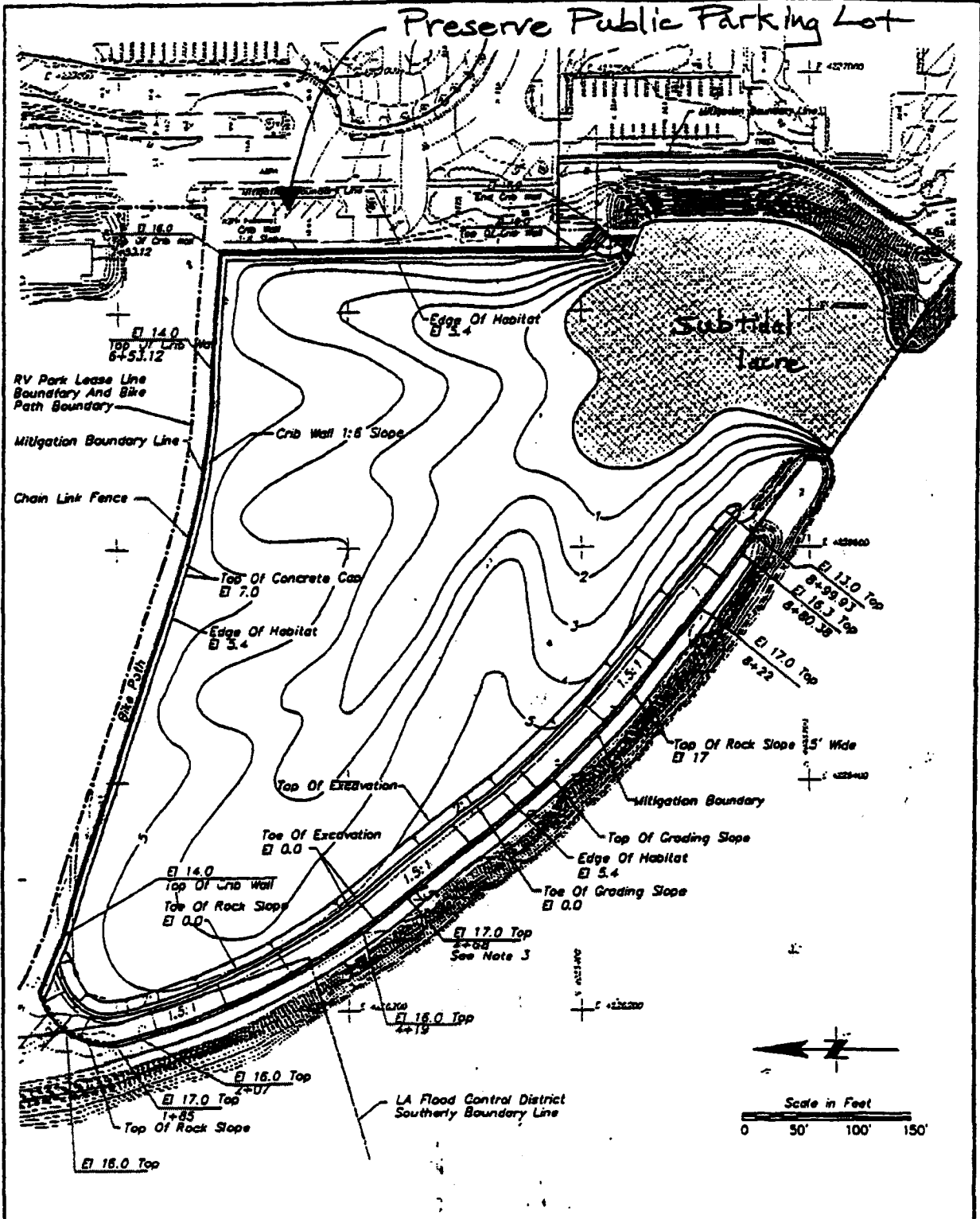
**PROJECT:**  
MTP-1

Golden Shore Boat Launch

Existing

COASTAL COMMISSION

EXHIBIT # 15  
PAGE 1 OF 3



**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**

EXHIBIT

C

**CALIFORNIA COASTAL COMMISSION**

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

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

**COASTAL DEVELOPMENT PERMIT**

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

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

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

**PETER DOUGLAS**  
Executive Director

By:   
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

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

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

\_\_\_\_\_  
Date

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

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



# COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 2 of 4

## STANDARD CONDITIONS

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

## SPECIAL CONDITIONS:

1. **Public Boat Docks**

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

# **COASTAL DEVELOPMENT PERMIT**

**No. 5-98-161**

Page 3 of 4

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

2. **Public Parking**

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

3. **Temporary Trailer**

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

4. **Shoreline Park and Rainbow Esplanade**

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

5. **Leases to Private Operators**

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

6. **Assumption of Risk**

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

# COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 4 of 4

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

CP:bl

98161per.doc.

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

## CALIFORNIA COASTAL COMMISSION

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

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

COASTAL DEVELOPMENT PERMIT

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

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

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

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

Issued on behalf of the California Coastal Commission by

PETER DOUGLAS  
 Executive Director

By: 

Title: Coastal Program Analyst

ACKNOWLEDGMENT

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

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

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\_\_\_\_\_  
 Date

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

COASTAL DEVELOPMENT PERMIT

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

STANDARD CONDITIONS:

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4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Regional Bicycle Route

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

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

## COASTAL DEVELOPMENT PERMIT

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

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

### 2. Public Restrooms

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

### 3. Parking Meters

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

### 4. Public Access

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

### 5. Public Boat Docks

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

## COASTAL DEVELOPMENT PERMIT

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

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

### 6. Future Uses and Improvements

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

### 7. Leases to Private Operators

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

### 8. Chemical Management Plan

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

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

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

COASTAL DEVELOPMENT PERMIT

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

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

9. Public Boat Launch

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

10. Golden Shore Public Parking

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

11. Habitat Mitigation Project

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



COASTAL DEVELOPMENT PERMIT

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

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

12. Siltation Control

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

13. Turbidity Control

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

14. Suitability of Materials for Beach Replenishment

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

COASTAL DEVELOPMENT PERMIT

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

15. Beach and Recreational Facility Closures

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

16. Timing of Beach Replenishment Project

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

17. Conformance with the Requirements of the Resource Agencies

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

18. Foundation Design

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

COASTAL DEVELOPMENT PERMIT

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

19. Assumption of Risk

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

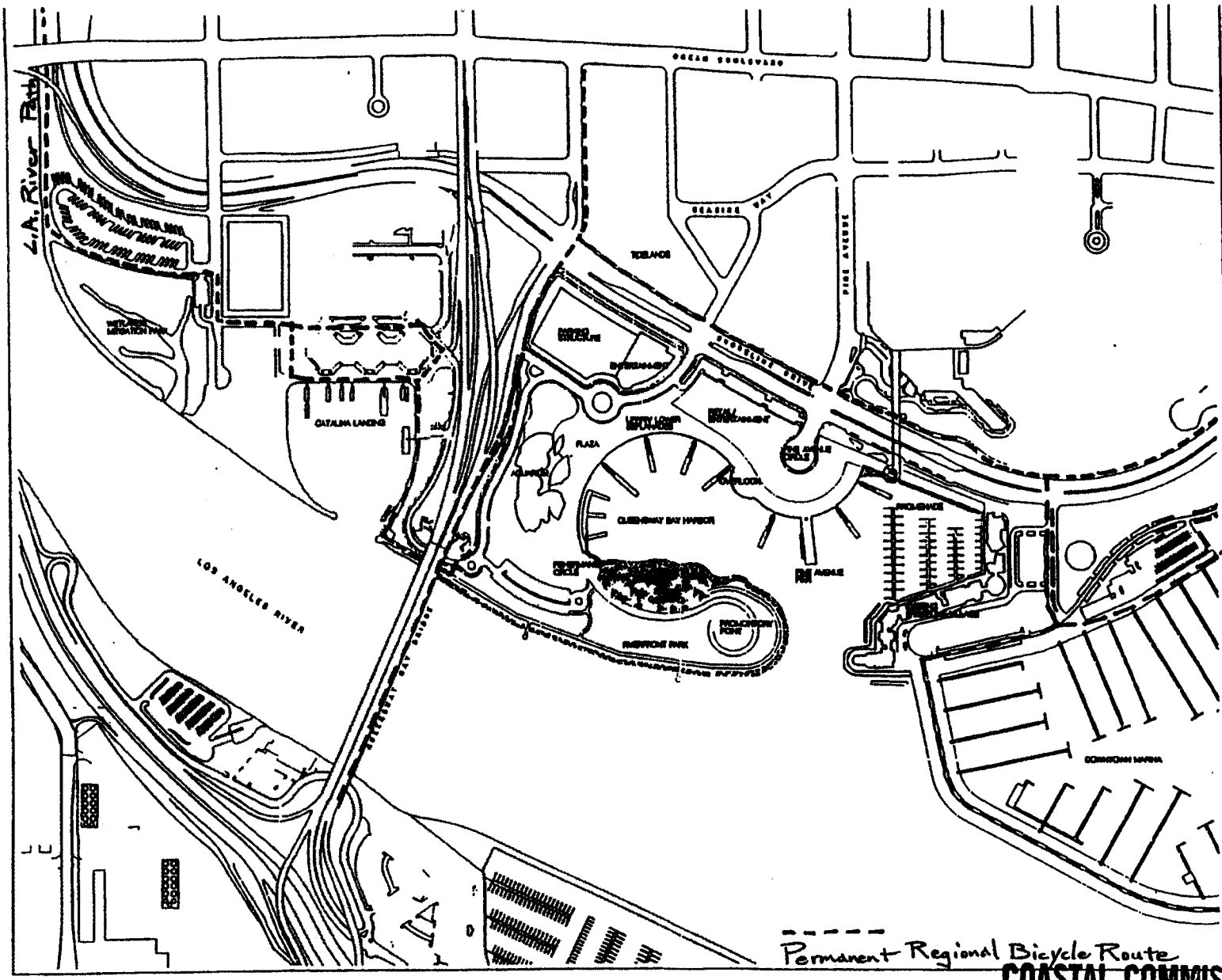
20. City Acceptance of Conditions


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

CP:b11

Attach Exhibit Nos. 11 & 15

7727F



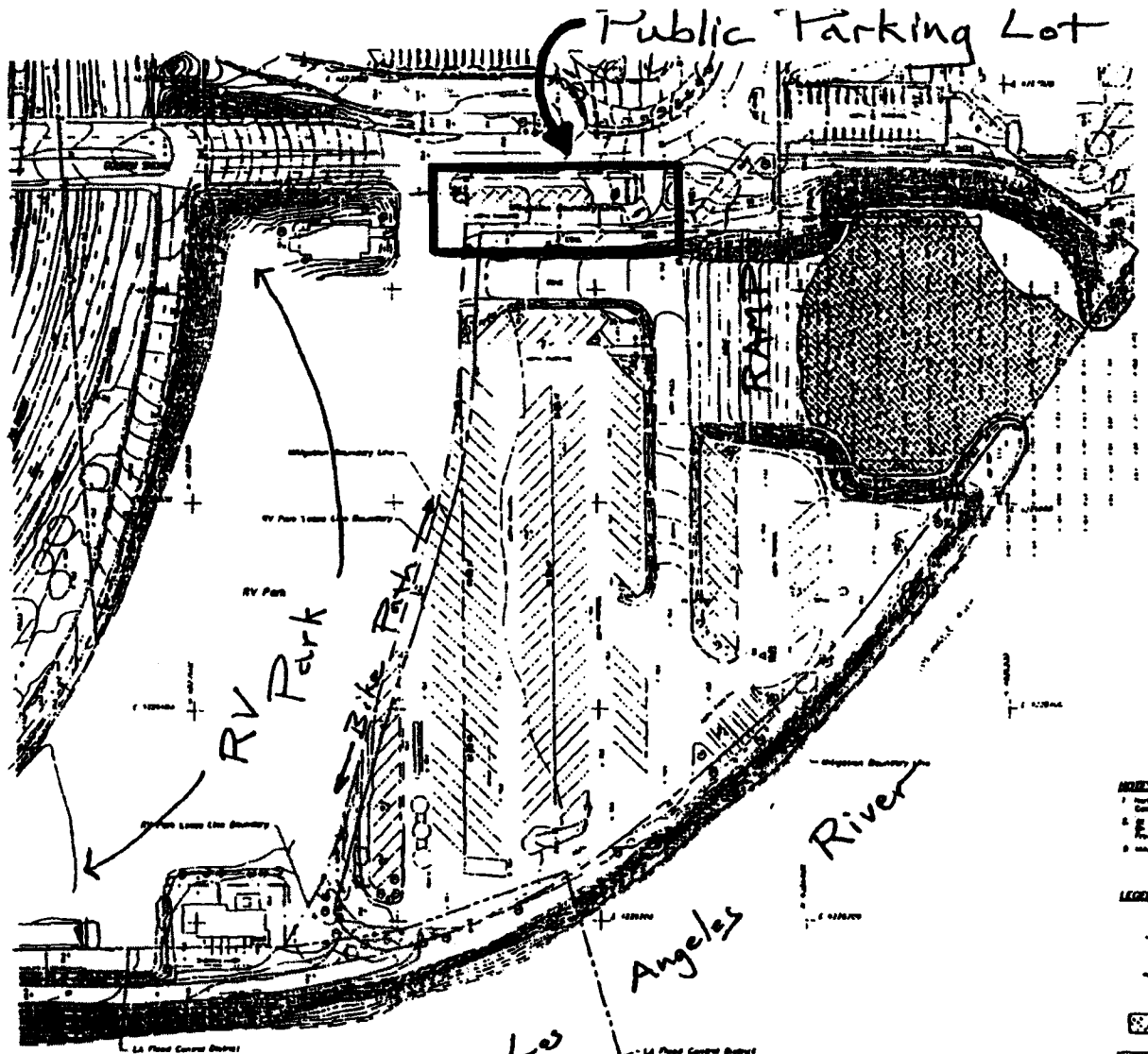
 <b>QUEENSWAY BAY</b> <small>Long Beach, California</small>	
<b>GENERAL:</b> City of Long Beach 200 West Ocean Boulevard 2nd Floor Long Beach, California 90801 562 595 2000	
<b>ARCHITECT:</b> Architecture & Planning 200 West Ocean Blvd. 2nd Fl. Long Beach, California 90801 562 595 2000	
<b>ENGINEER:</b> Structural & Mechanical Engineers 200 West Ocean Blvd. 2nd Fl. Long Beach, California 90801 562 595 2000	
<b>ENVIRONMENTAL:</b> Environmental & Planning 200 West Ocean Blvd. 2nd Fl. Long Beach, California 90801 562 595 2000	
<b>PLANNING &amp; DESIGN:</b> Planning & Design 200 West Ocean Blvd. 2nd Fl. Long Beach, California 90801 562 595 2000	
<b>CONSTRUCTION:</b> Construction & Planning 200 West Ocean Blvd. 2nd Fl. Long Beach, California 90801 562 595 2000	
<b>URBAN DEVELOPMENT:</b> Urban Development 200 West Ocean Blvd. 2nd Fl. Long Beach, California 90801 562 595 2000	
<b>MASTER SITE PLAN</b>	
DATE: 11/11/00 DRAWN BY: J. M. H.	SCALE: 1" = 50'
PROJECT NO: SK-4	
SHEET NO: 1 OF 1	

----- Final Regional Bicycle Route






..... Permanent Regional Bicycle Route

**COASTAL COMMISSION**

EXHIBIT # 11  
 PAGE 1 OF 1

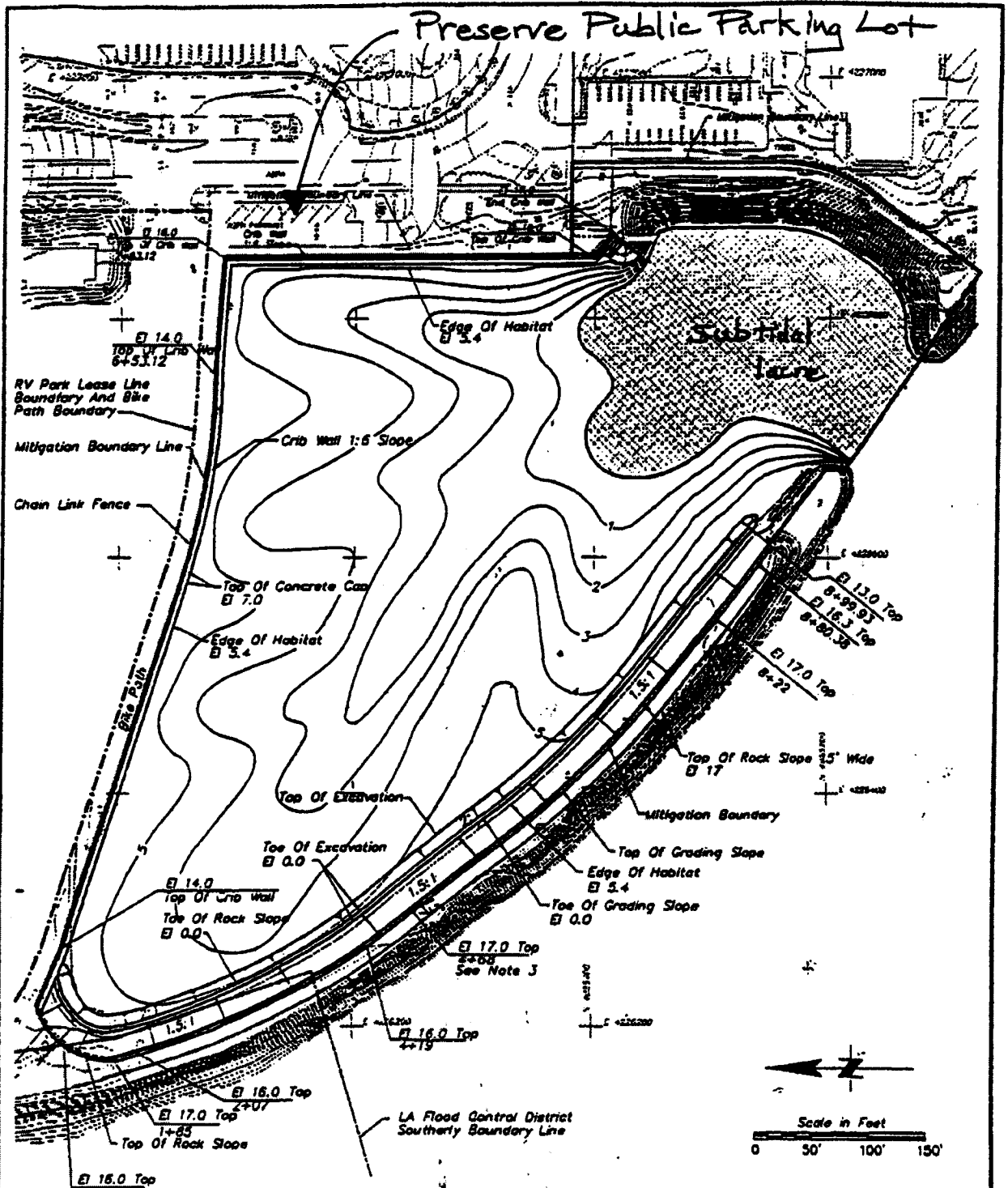


Golden Shore Boat Launch  
Existing

 <b>QUEENWAY S &amp; C</b> 0001000 BARRON Long Beach, California																					
<p><b>CLIENT:</b>          City of Long Beach          250 West Ocean Boulevard          Long Beach, California 90801          Tel: 562-592-5000</p>																					
<p><b>ADDRESS:</b>          2701 Golden Shore Blvd. N.W.          Long Beach, California 90801          Tel: 562-592-5000</p>																					
<p><b>CONTRACTORS:</b>          Bechtel &amp; Moseley Engineers          6500 Sunset Boulevard, Suite 200          Los Angeles, California 90028          Tel: 310-204-2200</p> <p><b>City of Long Beach:</b>          250 West Ocean Boulevard          Long Beach, California 90801          Tel: 562-592-5000</p> <p><b>Project:</b>          Golden Shore Boat Launch          2701 Golden Shore Blvd. N.W.          Long Beach, California 90801          Tel: 562-592-5000</p> <p><b>Contract/Phase:</b>          2701 Golden Shore Blvd. N.W.          Long Beach, California 90801          Tel: 562-592-5000</p>																					
<p><b>SECTION DEVELOPMENT</b></p> <p>1. Preliminary Development of Boat Launch          2. Final Development of Boat Launch          3. Final Development of Boat Launch          4. Final Development of Boat Launch          5. Final Development of Boat Launch</p>																					
<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>3 Palm Tree (Tap)</li> <li>4 Seawall/Beachfront (Tap)</li> <li>5 Core Post (Tap)</li> <li>6 Light Fixture (Tap)</li> <li>7 Survey Control Point And Station</li> </ul> <p>  Existing Water Structure or U.S. N.P.   Adoption Boundary Line   Right-Of-Way/Lease Line   Right-Of-Way/Lease Line       </p>																					
<p><b>PROJ. INFO</b></p> <p><b>APPROVAL SITE EXISTING CONDITIONS</b></p> <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>10/10/00</td> <td>JOHN G.</td> <td>10/10/00</td> <td>JOHN G.</td> </tr> <tr> <td>10/10/00</td> <td>JOHN G.</td> <td>10/10/00</td> <td>JOHN G.</td> </tr> <tr> <td>10/10/00</td> <td>JOHN G.</td> <td>10/10/00</td> <td>JOHN G.</td> </tr> <tr> <td>10/10/00</td> <td>JOHN G.</td> <td>10/10/00</td> <td>JOHN G.</td> </tr> </tbody> </table>		DATE	BY	DATE	BY	10/10/00	JOHN G.	10/10/00	JOHN G.	10/10/00	JOHN G.	10/10/00	JOHN G.	10/10/00	JOHN G.	10/10/00	JOHN G.	10/10/00	JOHN G.	10/10/00	JOHN G.
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<p style="text-align: center;"><b>MTP-1</b></p> <p style="text-align: right;">Project No. 00000-00</p>																					

COASTAL COMMISSION

EXHIBIT # 15  
 PAGE 1 OF 3



**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

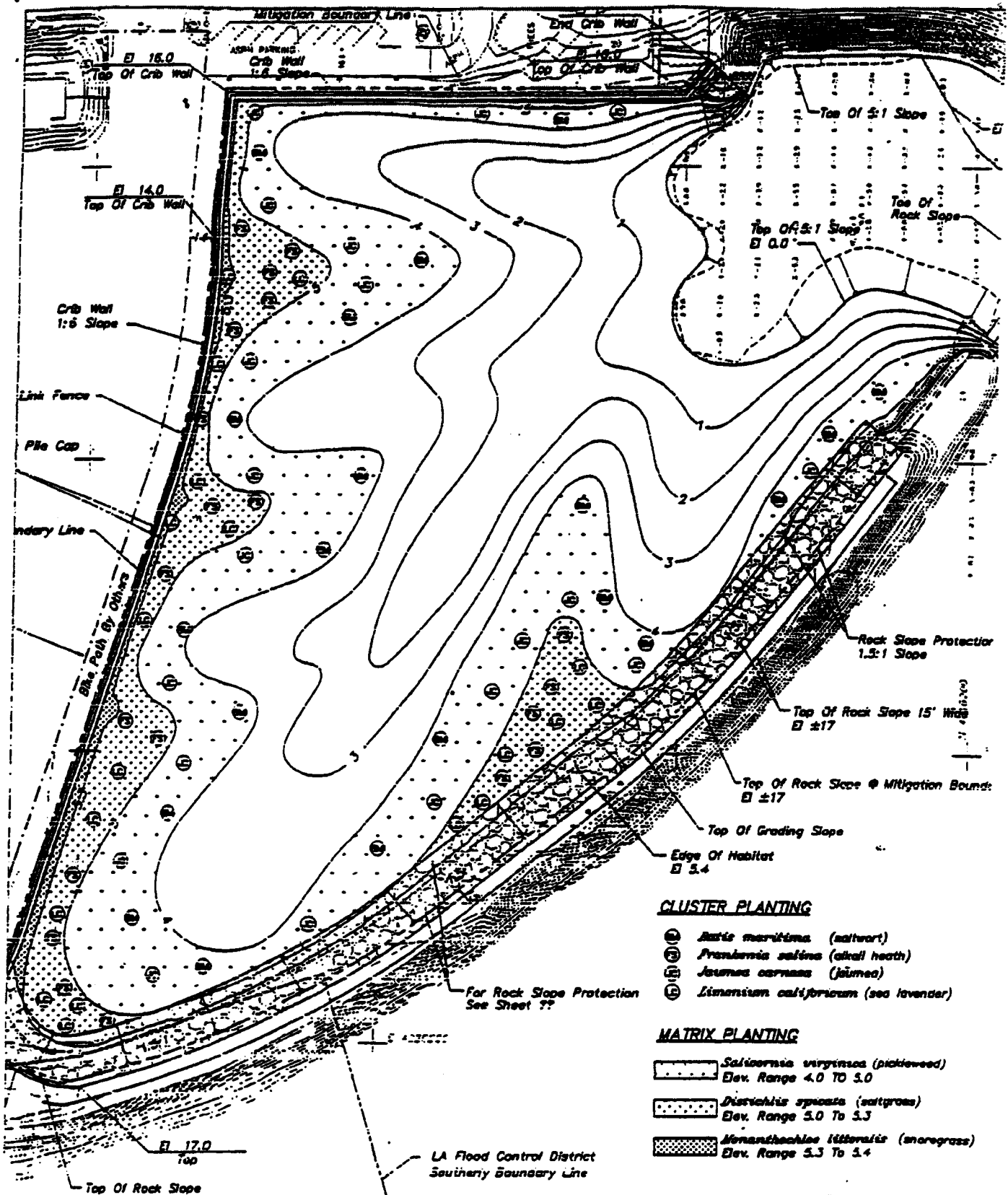


Figure 8: MITIGATION PLANTING PLAN

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 90802-4664  
(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

c:\msoffice\winword\template\amend.dot Printed on August 20, 1997

**CALIFORNIA COASTAL COMMISSION**

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

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

**COASTAL DEVELOPMENT PERMIT**

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

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

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

**PETER DOUGLAS**  
Executive Director

By:   
Title: Coastal Program Analyst

**ACKNOWLEDGMENT**

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

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

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

\_\_\_\_\_  
Date

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

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

# **COASTAL DEVELOPMENT PERMIT**

**No. 5-98-161**

Page 2 of 4

## **STANDARD CONDITIONS**

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

## **SPECIAL CONDITIONS:**

1. **Public Boat Docks**

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

# COASTAL DEVELOPMENT PERMIT

No. 5-98-161

Page 3 of 4

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

## 2. Public Parking

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

## 3. Temporary Trailer

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

## 4. Shoreline Park and Rainbow Esplanade

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

## 5. Leases to Private Operators

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

## 6. Assumption of Risk

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