



**CITY OF SAN DIEGO
PARKS AND RECREATION DEPARTMENT**

SPECIAL USE PERMIT AGREEMENT

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CITY OF SAN DIEGO
SPECIAL USE PERMIT

THIS CITY OF SAN DIEGO SPECIAL USE PERMIT (SUP) is entered into by and between THE CITY OF SAN DIEGO, a California Municipal Corporation (CITY) and LA JOLLA COASTAL CONSERVANCY, a California non-profit corporation (PERMITTEE), to be effective as of the Effective Date.

WHEREAS, CITY desires to provide facilities to its citizens, guests, non-commercial local societies, clubs, and organizations engaged in civic, social, educational, cultural, recreational, or philanthropic work or activities; and

WHEREAS, PERMITTEE is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues, and fundraising projects.

NOW, THEREFORE, it is hereby mutually agreed by and between CITY and PERMITTEE as follows:

1. Definitions. As used in this SUP, the following terms are defined as follows:
 - 1.1 “**CITY Contact**” means CITY’s Parks and Recreation Department staff. For the purpose of this SUP, CITY Contact is currently Deputy Director Patrick Hadley, who can be contacted at (619) 572-0361.
 - 1.2 “**Director**” means CITY’s Parks and Recreation Department Director or designee.
 - 1.3 “**Effective Date**,” as referenced on signature page and in opening paragraph above, means the start of this SUP will begin once it is signed by all parties and approved by the City of San Diego City Attorney.
 - 1.4 “**Hazardous Substance**” means any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
 - 1.5 “**Party**” or “**Parties**” means the signatories to this SUP, both individually and collectively.
 - 1.6 “**Permit Use**” means preserving, maintaining, and enhancing shoreline parks, beach access, undeveloped paper street, and trails above the CITY’s current level of service, including minor fundraising activities, as further described in **Exhibit A: Permit Use**, attached hereto.
 - 1.7 “**PERMITTEE’s Address for Notices**” is:

LA JOLLA COASTAL CONSERVANCY
Attn: Brenda Fake, Chair and/or Bob Evans, Director
PO Box 141
La Jolla, CA 92038

- 1.8 “**Premises**” means that certain CITY-owned real property collectively referred to as Coast Walk Trail, Scripps Park, Children’s Pool, Whale View Point & Cuvier Park, and South Casa Beach & Wipeout Beach, as depicted and more particularly described in **Exhibit B: Premises**, attached hereto.
 - 1.9 “**Project**” means repair or replacement of amenities, improvements, and infrastructure on the Premises as further described in **Exhibit C: City Approved Installations, Improvements and Repairs**, attached hereto.
 - 1.10 “**Release**” includes without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a Hazardous Substance.
 - 1.11 “**Sublicense Agreement**” means an agreement between CITY, PERMITTEE and Sublicensee for the use of the Premises.
 - 1.12 “**Sublicensee**” means any person, organization, commercial enterprise, or entity operating a business (including a commercial kitchen, café, snack bar or gift shop), providing services consistent with the Permit Use, or booking venue space for activities consistent with the Permit Use on the Premises under an agreement. PERMITTEE’s use of Sublicensees is regulated under sections 10 and 11 of this SUP.
 - 1.13 “**Term,**” as referenced in section 4 below, the term will be for a period of three years, beginning on the Effective Date.
 - 1.14 “**Volunteer**” means an instructor, person or entity providing free Permit Use related activities on the Premises who has completed the criminal offender record information review.
2. Occupancy. CITY hereby grants PERMITTEE this non-exclusive SUP for the use and occupancy of the Premises, specifically for the purposes stated in this SUP, and for no other purposes.
 3. Non-Exclusive Use. This SUP does not guarantee that the Premises requested or assigned will always be available at the date and time requested by PERMITTEE. PERMITTEE must not wholly or permanently exclude the general public from the Premises or any activity or event thereon, other than those exclusions identified in this SUP, without prior written approval from the Director. PERMITTEE, with the prior written approval of the Director, may develop reasonable and non-discriminatory restrictions for the use of the

Premises and participation in certain activities held by PERMITTEE on the Premises that are consistent with the rights of the general public, designed to enable the use of the Premises for the purposes granted herein, and are in compliance with all applicable laws.

4. Term. The Term will be for a period of three years, beginning on the Effective Date. At CITY's sole discretion, this SUP may be extended for up to two additional one-year periods, subject to the processing fee described in section 7 of this SUP for each extension. No additional extensions beyond those described in this section may be granted for this SUP. CITY has the right to negotiate an interim agreement after expiration of this SUP.
5. CITY's Consent, Discretion. CITY's consent or approval under this SUP means the advanced written consent or approval of the Mayor of the City of San Diego, or the Mayor's designee ("Mayor"), unless otherwise required by law or expressly provided and will be made in the Mayor's discretion, subject to all applicable laws, rules, regulations, and directives of competent governmental authorities.
6. The Director's Prior Written Approval. In all cases where the Director's prior written approval is required in this SUP, PERMITTEE must submit a written request to the Director prior to engaging in such activity. The Director may, in the Director's sole discretion, approve or deny PERMITTEE's request. If the request is approved by the Director, PERMITTEE must maintain the approval in PERMITTEE's files at all times during the Term.
7. Processing Fee. The processing fee for this SUP is waived because the Permit Use provides a public benefit by maintaining and enhancing CITY-owned shoreline parks, beach access, undeveloped paper street, and trails in a manner that increases the public's access to and enjoyment of these recreational resources.
8. Nonprofit Status. PERMITTEE must be an active California non-profit corporation with the California Secretary of State and a current registrant of the Registry of Charitable Trusts with the California Office of the Attorney General for the entire Term. Beginning January 1, 2026, PERMITTEE must maintain Federal tax-exempt status. PERMITTEE's failure to obtain Federal tax-exempt status by January 1, 2026, will be cause for immediate termination. PERMITTEE must provide CITY Contact with documentary evidence, to CITY's satisfaction, of PERMITTEE's current Federal tax-exempt status beginning January 1, 2026, and by May 1st of each year during the Term. PERMITTEE must inform CITY immediately if PERMITTEE's Federal tax-exempt status changes or is cancelled.
9. Use of Premises. The use of Premises by PERMITTEE will be limited to the Permit Use and for no other purpose whatsoever without obtaining the prior written approval of the Director. Premises must be supervised at all times when in use during the Term. PERMITTEE must be responsible for all of PERMITTEE's directors, officers, members, partners, agents, board members, employees, Volunteers, Sublicensees, attorneys, and all other persons or legal entities whom PERMITTEE authorizes or allows to use or occupy the Premises and ensure that they adhere to all conditions as stated in this SUP.

10. No Assignment or Sublicense without CITY's Prior Written Consent. PERMITTEE must not assign or sublicense any rights granted by this SUP, or any interest in this SUP without CITY's prior written consent in each instance, which may be withheld, delayed or denied in CITY's sole and absolute discretion. Any assignment by operation of law or sublicense without CITY's prior written consent will automatically terminate this SUP.
11. CITY Approved Sublicensing. PERMITTEE may sublicense parts of the Premises for commercial activities or program, services, or activities consistent with the Permit Use with CITY's prior written consent as follows:
 - 11.1 PERMITTEE must require as part of the Sublicensee's agreement that Sublicensee's use and occupancy of any part of the Premises is subject to the terms and conditions of this SUP, and if there is conflict between the Sublicensee's agreement and this SUP, the terms, conditions, and obligations of this SUP will control.
 - 11.2 PERMITTEE must ensure Sublicensee provides all records and accounts required by section 34 of this SUP and section 4 of the Sublicense Agreement upon request by CITY.
 - 11.3 PERMITTEE must submit a fully executed Sublicense Agreement, a sample of which is attached hereto as **Exhibit D: Sublicense Agreement**, to the Director for every Sublicensee intending to operate a business on the Premises prior to allowing or authorizing Sublicensee to operate a business on the Premises.
 - 11.4 If a Sublicensee intends to operate a commercial kitchen/snack bar or café/gift shop on the Premises, PERMITTEE must require the following as part of the Sublicense Agreement:
 - a. The operator of a Commercial Kitchen/Snack Bar or Café/Gift Shop (Commercial Entities) must dispose of trash in accordance with all local, state, and federal laws, including the California Health and Safety Code.
 - b. If there is a Commercial Kitchen, café, and snack bar operator(s), they must adhere to all local and state health and safety code requirements including obtaining a valid San Diego County Health Certificate, and San Diego County Food Handlers Card, and must obtain any other required permits and licenses before operating at the Premises.
 - 11.5 Prior to the execution of this SUP, PERMITTEE must provide to CITY a list of Sublicensees. PERMITTEE must provide an updated list of Sublicensees at PERMITTEE's annual meeting with CITY or upon request by CITY during the Term of this SUP.
 - 11.6 PERMITTEE must enter a written agreement with all Sublicensees intending to use or occupy space on the Premises prior to allowing or authorizing Category 2

and 3 Subs to use or occupy space on the Premises.

- 11.7 PERMITTEE must retain copies of all written agreements with all Sublicensees on the Premises during the term of the agreement and provide a copy for review and inspection upon request by CITY.
- 11.8 PERMITTEE must collect the following from all Sublicensees prior to allowing or authorizing Sublicensees to use or occupy space on the Premises: current contact information, required licenses or permits, additional forms required by CITY, and insurance as required in section 37 of this SUP.
 - a. Sublicensees automobile liability insurance must be for all of Sublicensees' automobiles including owned, hired and non-owned automobiles, Sublicensees must keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate must reflect coverage for any automobile (any auto).
- 11.9 PERMITTEE must require all Sublicensees insurance policy, or policies include as an Additional Insured both PERMITTEE and the City of San Diego and its respective elected officials, officers, employees, agents, and representatives.
- 11.10 PERMITTEE must oversee all fees charged by Sublicensee to ensure fees are charged at market rate.
 - a. PERMITTEE may charge Sublicensee an administrative or maintenance fee of gross activity revenue collected.
- 11.11 All funds and net proceeds collected by PERMITTEE from Sublicensee must be used for the sole purpose of maintaining the Premises and promoting PERMITTEE's Permit Use activities and related services on the Premises.
- 12. Criminal Background Requirements and Mandated Training. PERMITTEE may utilize employees, Volunteers, and Sublicensees to offer programs and activities in accordance with the Permit Use on the Premises.
 - 12.1 PERMITTEE must complete the criminal offender record information review, including fingerprinting and background, of all employees, Volunteers, and Sublicensees engaging in activities on the Premises as required by federal and state laws, or in accordance with this SUP.
 - 12.2 PERMITTEE must not employ nor utilize anyone, including employees, counters, Volunteers, or Sublicensees, with criminal convictions that would bar their work with or supervision of minors or people with disabilities under federal or state laws.

- 12.3 PERMITTEE must ensure that anyone employed or utilized by PERMITTEE, including all employees, Volunteers, Sublicensees and those engaged in any activities authorized under this SUP, have received all trainings, and will comply with all laws required to ensure the safety, security, and well-being of members of the public, including minors and people with disabilities.
 - 12.4 Upon request by CITY, PERMITTEE must provide CITY with access to PERMITTEE's records showing that these requirements have been met.
 - 12.5 Failure of PERMITTEE to comply with these requirements is grounds for immediate revocation of this SUP.
 - 12.6 PERMITTEE must provide CITY confirmation of completion of criminal background requirements and mandated training prior to allowing or authorizing Sublicensees to use or occupy space on the Premises.
13. Volunteer Recruitment. PERMITTEE will perform all aspects of Volunteer recruitment, screening, onboarding, training, and selection process. CITY will provide any CITY required waivers, CITY required forms, and training. PERMITTEE will review applications and conduct reference checks on all applications. PERMITTEE will publicize the various Volunteer programs. PERMITTEE must send any Volunteer documentation to CITY Contact upon request.
- 13.1 PERMITTEE will be responsible for the direct supervision and management of Volunteers, including but not limited to scheduling, assignment, inspection of work, and ongoing training.
 - 13.2 Prior to scheduling any Volunteer to work or assist on the Premises, PERMITTEE will confirm with CITY's Parks and Recreation Volunteer Office that they have cleared the Background/Fingerprint check conducted by CITY's Personnel Department.
14. Fees Charged by PERMITTEE. PERMITTEE may charge reasonable fees for the use of the facilities and services provided on the Premises by PERMITTEE. All fees must be limited to recovery of PERMITTEE's reasonable costs for the program or activity, in compliance with all applicable laws and CITY policies. No fees prescribed by PERMITTEE for any program or activity may exceed the total cost incurred by PERMITTEE for providing that program or activity. All fees prescribed by PERMITTEE are subject to review and approval by the Director, in the Director's sole discretion.
15. Use of Funds. All funds collected by PERMITTEE from the use of the Premises pursuant to this SUP must be used in a fiscally responsible manner and to further PERMITTEE's activities or other services related to the Permit Use and the operation, maintenance, and improvement of the Premises.
16. Membership. Membership in PERMITTEE's organization must be open to anyone meeting

the requirements of PERMITTEE's rules and bylaws, subject to the requirements of this SUP and applicable laws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by PERMITTEE must, before being put into effect, be submitted to the Director for review. PERMITTEE must provide a current copy of its adopted bylaws to CITY. While the Permit Use classes and related activities may be offered on the Premises, participating in such classes and activities cannot be made a requirement for membership in PERMITTEE's organization or for use of the Premises by the public.

17. Annual Meeting. During the Term, PERMITTEE must hold an annual meeting with CITY Contact to review and discuss PERMITTEE's budget, "spend down plan," inventory, facility maintenance, services offered, Sublicensees, activities, and receipt and resolution of any complaints received, if necessary.
18. Governmental Approvals. By entering into this SUP, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or any governmental agent, board, commission, or agency regarding any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance or restoration of the Premises. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
19. Permits and Approvals. PERMITTEE, at PERMITTEE's sole cost and expense, must obtain all required permits and approvals from the applicable local, state, and federal authorities, including without limitation from CITY.
20. Early Termination of this SUP. This SUP will automatically terminate or have cause for immediate termination in the event of the following, this list is not all-inclusive of automatic terminations or causes for immediate termination of this SUP:
 - 20.1 PERMITTEE's failure to carry and maintain the insurance required by this SUP will be cause for immediate termination.
 - 20.2 PERMITTEE's commencement of a voluntary case or other proceeding seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or similar law, or PERMITTEE making a general assignment for the benefit of creditors, or PERMITTEE having an involuntary case or other proceeding instituted against it seeking similar relief will automatically terminate this SUP.
 - 20.3 PERMITTEE's commission of a criminal or illegal act, which brings CITY's name into disrepute, or otherwise substantially affects the reputation of CITY will be cause for immediate termination.
 - 20.4 PERMITTEE's failure to comply with laws, as required in section 46, will be cause for immediate termination.
 - 20.5 PERMITTEE's violation of section 29 of this SUP will be cause for immediate termination.

20.6 PERMITTEE's violation of section 12 of this SUP will be cause for immediate termination.

20.7 PERMITTEE's failure to obtain Federal tax-exempt status by January 1, 2026, as required in section 8, will be cause for immediate termination.

21. Revocable License. This SUP is not a lease. This SUP is a non-exclusive license to use CITY-owned property and may be revoked at will by CITY, in its sole discretion: (a) immediately upon written notice delivered to PERMITTEE if PERMITTEE breaches or defaults any of PERMITTEE's obligations under this SUP, or in case of an emergency; or (b) upon reasonable prior written notice, but not less than 30 days, delivered to PERMITTEE if for CITY's convenience. CITY, in its sole discretion, may provide PERMITTEE a reasonable opportunity to cure a breach or default of this SUP prior to revocation by delivering to PERMITTEE written notice of the breach or default indicating time allotted to cure such breach or default before revocation becomes effective. CITY will not be obligated for any loss or burden, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or termination of this SUP. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this SUP.
22. No Holdover. If PERMITTEE continues to occupy the Premises after the expiration or earlier termination of this SUP, such occupancy will neither constitute a renewal or extension of this SUP, nor give PERMITTEE any rights in or to the Premises. If PERMITTEE continues to occupy the Premises after the expiration or earlier termination of this SUP, PERMITTEE will pay to CITY a fee established by CITY. CITY's acceptance of such fees will neither constitute a renewal or extension of this SUP, nor give PERMITTEE any rights in or to the Premises.
23. Restore and Vacate. Prior to the expiration or earlier termination of this SUP, PERMITTEE will restore the Premises to its condition on the Effective Date, excepting therefrom normal wear and tear and all authorized improvements, and upon such expiration or earlier termination immediately vacate the Premises.
24. Superior Interests. This SUP is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights-of-way pertaining to the Premises, whether or not of record. PERMITTEE will obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Premises, relative to any such superior interest. If PERMITTEE's use of the Premises is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE will take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.
25. Maintenance, Installations, Improvements and Repairs of the Premises. PERMITTEE agrees that CITY will not be required to perform or assume the cost of any maintenance,

repairs, or services to the Premises.

- 25.1 Maintenance. PERMITTEE must at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Premises in good order and repair and in a safe, healthy, and sanitary condition at all times while engaged in the Permit Use, subject to normal wear and tear. PERMITTEE must keep the Premises free and clear of rubbish, debris, and litter at all times while engaged in the Permit Use during the Term.
- 25.2 Installations, Improvements and Repairs. PERMITTEE must not make or cause any improvements, installations, repairs, changes, or alterations to the Premises or to any improvements or installations thereon, other than those identified in this SUP, without prior written approval of CITY. Any improvements, installations, repairs, changes, and alterations made to the Premises by PERMITTEE will become the sole property of CITY. PERMITTEE, at PERMITTEE's sole cost and expense, will complete the Project on the Premises.
- 25.3 Damages. PERMITTEE must report damages to the Premises to CITY Contact as soon as possible. PERMITTEE is responsible, at PERMITTEE's sole cost and expense, for the repair or replacement of any damage caused by PERMITTEE's use, maintenance, installations, or improvements of the Premises, including items that CITY staff determines to be damaged. PERMITTEE must comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this SUP.
- 25.4 Historical Review. All maintenance, installation, improvements, repairs or replacement of historically designated structures listed in Exhibit A, Table 3 of this SUP require review by CITY's Planning Department Historical Resources staff in accordance with the Historical Resources Regulations (Chapter 14, Article 3, Division 2 of the San Diego Municipal Code) to assure conformance with the State Historical Building Code (Cal. Health & Safety Code §§ 18950-18961); the California Historical Building Code (Cal. Code Regs. title 24, part 8) and the latest edition of the National Park Service's *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*. Refer to Information Bulletin 581 for submittal requirements (<https://www.sandiego.gov/sites/default/files/dsdib581.pdf>).
- 25.5 Inspection and Cleaning. PERMITTEE must inspect the Premises and ensure the Premises is clean and free of rubbish, debris, litter, and graffiti while engaged in the Permit Use. PERMITTEE must clean the Premises as needed and/or correct or remove any hazard or debris immediately. Inspection records must be kept for one year.
- 25.6 Water Regulation. All cleaning required under this SUP and all activities on the Premises must comply, at all times, with the Emergency Water Regulations

(Chapter 6, Article 7, Division 38 of the San Diego Municipal Code, as amended from time to time) with respect to water usage and all applicable water restrictions relating to water quality assurance and storm water management.

- 25.7 Pest Management. PERMITTEE must inspect all structures and assets (e.g., stairs, fences, rails, etc.) in the Premises for the presence of disease, and/or insect or rodent infestation while engaged in the Permit Use. If any disease, insect, or rodent infestation is discovered, the PERMITTEE must immediately notify CITY Contact of discovery in order to remedy the issue in a timely manner. PERMITTEE is responsible for pest management within the Premises, and must comply, at all times, with the current standard practices accepted by the State of California Department of Food and Agriculture. PERMITTEE must implement the approved control measures until the disease, insect infestation or rodent infestation is controlled to the satisfaction of CITY Contact. PERMITTEE must utilize all safeguards necessary during disease, insect, or rodent control operations to ensure the safety of the public, Volunteers, and employees. PERMITTEE agrees that CITY will not be required to perform or assume the cost of any Pest Management services.
26. Structures. Under no circumstances will PERMITTEE or PERMITTEE's agents place, store, or allow temporary or permanent structures of any kind in the Premises, including but not limited to cargo containers, trailers, storage sheds, recreational vehicles, etc., without the prior written approval of CITY and obtaining all permits required by competent governmental entities. Any structure violating this section will be subject to immediate and summary removal at PERMITTEE's sole cost and expense.
27. Security and Safety of Premises. PERMITTEE must bear sole responsibility for the security and safety of the Premises affected by or relating to the Permit Use while engaged in the Permit Use. PERMITTEE will be responsible for the maintenance, cleanup, and securing of the Premises, as appropriate, to ensure security and safety. CITY has no obligation to provide oversight of the Permit Use or staffing or resources for the Permit Use in the Premises during the Term.
28. Vehicular Traffic. All vehicular traffic must be confined to concrete, asphalt or decomposed aggregate surfaces unless otherwise approved in writing by CITY Contact. PERMITTEE is prohibited from having PERMITTEE owned vehicles access the Premises. Approval for PERMITTEE owned vehicles to access the Premises will be denied, unless PERMITTEE provides CITY evidence of modified automobile liability insurance for all of PERMITTEE's automobiles including owned, hired and non-owned automobiles. If PERMITTEE seeks approval for PERMITTEE owned vehicles to access the Premises, PERMITTEE must keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate must reflect coverage for any automobile (any auto).

29. Grading and Barriers. PERMITTEE must not change the surface grade or construct any permanent barriers within the Premises without prior written approval from the Director. Any violations must be corrected by PERMITTEE at its sole expense to the satisfaction of CITY and are grounds, at CITY's option, for immediate termination of this SUP.
30. Inspection. CITY may at all times enter and inspect the Premises, without prior notice to PERMITTEE. A Premises inspection will be conducted by CITY at least once a year or as needed to verify CITY's maintenance standards are being met. CITY's inspection may include inspection of those items listed in the Facility Inspection Form, attached hereto as **Exhibit E: Facility Inspection Form.**
31. Water Quality – Best Management Practices. CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities in the Premises in a manner which aids in the protection of CITY's precious water resources. It is PERMITTEE's responsibility, at its sole cost and expense, to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, as amended from time to time).
- 31.1 Therefore, PERMITTEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).
- 31.2 It is ultimately PERMITTEE's responsibility to prevent pollutant discharge to the storm drain system. Therefore, PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.
32. Utilities. CITY will provide the following utilities and services at the Premises: gas, electric, water, sewage, and trash services, and water. Any other utilities or services not mentioned will be the sole responsibility of PERMITTEE.
33. Campaigning. The Premises must not be utilized for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or non-partisan, or for the adoption or defeat of any ballot measure; provided however, that PERMITTEE will not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidates forum" and similar events.
34. Budget, Records, and Inspection. PERMITTEE must keep accurate and complete books of account indicating all financial transactions made in connection with the Premises. On April 30th of each year during the Term, PERMITTEE must prepare and submit to the Director a proposed budget for PERMITTEE's use of the Premises for the following fiscal year detailing estimated revenues and expenditures to include details regarding salaried positions (if any), salaries and wages, personnel expenses (if any), non-personnel expense, and capital outlay. A financial report showing all revenue by source and all expenditures in

connection with the Premises must be submitted to the Director on a semi-annual basis by January 31st and July 31st of each year during the Term. Financial reporting will be in a format approved by CITY. In the event of early termination of this SUP, PERMITTEE will submit a financial report within 30 days of the date of said termination. PERMITTEE's books of account will be subject to inspection by CITY at all reasonable times. PERMITTEE must maintain all such records and accounts for a minimum period of five years.

35. Nondiscrimination. This SUP is made and accepted upon and subject to the covenant and condition, which will run with the land, that PERMITTEE or any person claiming under or through PERMITTEE will not establish or allow any discrimination against or segregation of any person or groups of persons on account of race, color, religion, gender, gender identity, gender expression, disability, sexual orientation, marital status, medical status, national origin, age, ancestry, familial status or source of income in the possession, use or occupancy of the Premises or in the selection, location, number, use or occupancy of Sublicensees in the Premises, including without limitation the provision of goods, services, facilities, privileges, advantages and accommodations, and the hiring and retention of employees and contractors. Unless an exception applies, PERMITTEE must comply with the Equal Benefits Ordinance (Chapter 2, Article 2, Division 43 of the San Diego Municipal Code, as amended from time to time). PERMITTEE is expected to support and adhere to the principles of the City of San Diego's Equal Employment Opportunity (EEO) policy and the standards of conduct stated in this EEO policy, a copy of which is attached hereto as **Exhibit F: Equal Employment Opportunity Policy**.
36. Smoke/Vape/Drug Free Environment. The Premises provided under this SUP will be utilized and operated in a smoke, vape, and drug-free environment. PERMITTEE must make this fact known, both in writing and in oral communication, to participants periodically throughout the Term. PERMITTEE must document such written or oral communication and provide copies of such to CITY on an annual basis.
37. Insurance. Prior to the execution of this SUP, PERMITTEE must: (a) provide to CITY insurance certificates reflecting evidence of all insurance required below; however, CITY reserves the right to request, and PERMITTEE must submit, copies of any policy upon reasonable request by CITY; (b) obtain CITY approval of each insurance company or companies; and (c) confirm with CITY that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this SUP, must not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this SUP and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by CITY. PERMITTEE must not modify any policy or endorsement thereto which increases CITY's exposure to loss.
 - 37.1 Types of Insurance. At all times during the Term of this SUP, PERMITTEE must maintain insurance coverage and will deliver to CITY current certificates of insurance for:

- a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which must cover liability arising from all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There must be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs must be outside the limits of the policy.
 - b. Automobile Liability Insurance. For all of PERMITTEE's automobiles including hired and non-owned automobiles, PERMITTEE must keep in full force and effect, automobile insurance providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence.
 - c. Workers' Compensation. For all of PERMITTEE's employees who are subject to this SUP and to the extent required by the applicable state or federal law, PERMITTEE must keep in full force and effect, a Workers' Compensation policy. That policy must provide a minimum of \$1 million of employers' liability coverage, and PERMITTEE must provide an endorsement that the insurer waives the right of subrogation against CITY and its respective elected officials, officers, employees, agents and representatives.
 - d. Causes of Loss - Special Form Property Insurance. Prior to using any portion of the Premises or any other CITY-owned property for staging or overnight storage, PERMITTEE must obtain and maintain, at its sole cost, Causes of Loss - Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permit Use of the Premises under this SUP or the Premises in an amount to cover 100% of the replacement cost.
- 37.2 Required Endorsements: The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this SUP.
- a. Commercial General Liability Insurance Endorsements:
 - i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf, (b) PERMITTEE's products, (c) PERMITTEE's work, including but not limited to PERMITTEE's completed operations performed by PERMITTEE

or on PERMITTEE's behalf, or (d) premises owned, leased, controlled or used by PERMITTEE.

- ii. Primary and Non-Contributory Coverage: The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents, and representatives must be in excess of PERMITTEE's insurance and must not contribute to it.
- iii. Severability of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

b. Workers' Compensation Insurance Endorsements:

- i. Waiver of Subrogation: The Workers' Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.

- 37.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this SUP must only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 37.4 Deductibles. All deductibles on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- 37.5 Continuity of Coverage. All policies must be in effect on or before the first day of the Term. At least 30 days prior to the expiration of each insurance policy, PERMITTEE must furnish a certificate(s) showing that a new or extended policy

has been obtained which meets the requirements of this SUP.

- 37.6 Modification. To assure protection from and against the kind and extent of risk existing on the Premises, CITY, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE 30 days prior written notice. PERMITTEE must also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to PERMITTEE's use of the Premises.
- 37.7 Accident Reports. PERMITTEE must immediately report to CITY any accident causing property damage or injury to persons in the Premises or otherwise related to the Permit Use. Such report must contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
38. Indemnification and Hold Harmless. PERMITTEE will protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this SUP, entering into this SUP, the Permit Use, or PERMITTEE's occupancy, use, development, maintenance, improvement, or restoration of the Premises, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless will not include any claims asserted or established liability arising from the sole negligence, or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its own discretion, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE will pay CITY for all costs related thereto, including, without limitation, reasonable attorneys' fees, and costs.
39. Accessibility Compliance. PERMITTEE will, as applicable to the Premises and PERMITTEE's possession, use, and occupancy of the Premises, comply with all accessibility requirements under California Government Code sections 11135 through 11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, PERMITTEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). PERMITTEE's compliance will include without limitation the following:

- 39.1 PERMITTEE will not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs and termination of employment.
 - 39.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs or activities of PERMITTEE.
 - 39.3 PERMITTEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.
 - 39.4 Where required by law, all improvements, fixtures, structures, or installations on the Premises will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Premises which deny access to individuals with disabilities. All improvements and alterations will be at PERMITTEE's sole expense.
 - 39.5 PERMITTEE must include language in each Sublicensee's agreement indicating the Sublicensee agrees to abide by the foregoing sections.
 - 39.6 PERMITTEE and each of its Sublicensees will be individually responsible for their own ADA compliance program. PERMITTEE's failure to comply with the above requirements and/or submitting false information in response to those requirements will be a default under this SUP.
40. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Premises has not been inspected by a Certified Access Specialist (CAsp).
- 40.1 Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties must mutually agree on the arrangements for the time and manner of the CAsp inspection, the payment of the fee for the CAsp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
41. PERMITTEE's Risk. PERMITTEE will bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's occupancy, use, development, maintenance, repair and restoration of the Premises and any damages to the improvements

on, under, or in the vicinity of the Premises resulting directly or indirectly thereby.

42. No Nuisance. PERMITTEE must not use the Premises in any manner which, in the opinion of CITY, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area or that violates CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).
43. Signs. PERMITTEE must not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising in the Premises without CITY's prior written consent. If any such unauthorized item is found in the Premises, PERMITTEE must remove the item at its sole cost and expense within 24 hours after notice from CITY, or CITY may thereafter summarily remove the item at PERMITTEE's sole cost and expense. Notwithstanding the foregoing, PERMITTEE may erect temporary canopies, and temporary table(s) or equivalent after written authorization from CITY Contact. PERMITTEE must comply with CITY's sign regulations in Chapter 14, Article 2, Division 12 of the San Diego Municipal Code, as amended from time to time. For all signs proposed, PERMITTEE will provide to CITY Contact prior to installing such sign, a copy of all applicable approvals, authorizations, and permits. These materials will be located where they will not obstruct public access to the Premises and where they will not impact any park resources, e.g., wildlife habitat, and will be removed at the end of the day.
44. California Public Records Act. Under California Government Code section 7921.005, CITY will determine, in its sole discretion, whether this SUP or information provided to CITY by PERMITTEE pursuant to this SUP is or is not a public record subject to disclosure under the California Public Records Act (CPRA). PERMITTEE will hold CITY, and its elected officials, officers, employees, representatives, and agents, harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
 - 44.1 CITY will not be liable or obligated for any burden or loss (financial or otherwise) incurred by PERMITTEE as a result of CITY's disclosure or non-disclosure of this SUP or PERMITTEE information requested pursuant to the CPRA. PERMITTEE expressly waives any claim against CITY, and its elected officials, officers, employees, representatives, and agents for any burden, expense, or loss which PERMITTEE incurs as a result of CITY's disclosure or non-disclosure of this SUP, or any PERMITTEE information requested pursuant to the CPRA.
 - 44.2 If PERMITTEE submits information clearly marked confidential or proprietary, CITY may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of PERMITTEE to provide to CITY the specific legal grounds on which CITY can rely in withholding information requested under the CPRA should CITY choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, PERMITTEE must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is

exempt from disclosure under the CPRA. If PERMITTEE does not provide a specific and detailed legal basis for requesting CITY to withhold PERMITTEE's confidential or proprietary information, CITY will release the information as required by the CPRA and PERMITTEE will hold CITY, its elected officials, officers, and employees harmless for release of this information. It will be PERMITTEE's obligation to defend, at PERMITTEE's expense, any legal actions or challenges seeking to obtain from CITY any information requested under the CPRA withheld by CITY at PERMITTEE's request. Furthermore, PERMITTEE must indemnify and hold harmless CITY, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against CITY, resulting from CITY's refusal to release information requested under the CPRA which was withheld at PERMITTEE's request. Nothing in this SUP creates any obligation on the part of CITY to notify PERMITTEE or obtain PERMITTEE's approval or consent before releasing information subject to disclosure under the CPRA.

45. Encumbrances. PERMITTEE must keep the Premises, any CITY-owned property of which the Premises is a part, and all improvements thereon, free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this SUP or PERMITTEE's occupancy, use, development, maintenance, repair, or restoration of the Premises. PERMITTEE will protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Premises, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to record a lien or encumber the Premises or City-owned property pursuant to of the California Civil Code or other applicable sections thereof.
46. Compliance with Laws. PERMITTEE must, at PERMITTEE's sole cost and expense, comply with all the all rules, regulations, ordinances, laws and direction of all CITY, county, state, and federal governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE's occupancy, use, development, maintenance and restoration of the Premises. Violation of this section will be cause for immediate revocation of this SUP.
47. Prevailing Wages. Prevailing wage rates apply to the Permit Use. PERMITTEE must comply with State prevailing wage laws, including, but not limited to, those requirements set forth in **Exhibit G: Prevailing Wage Requirements**, attached hereto.
48. Taxes. PERMITTEE must pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Premises including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of PERMITTEE's occupancy, use, development, maintenance or restoration of the Premises, including any licenses or permits. PERMITTEE acknowledges that this SUP may create a

possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE will be solely responsible for and pay all such possessory interest taxes. PERMITTEE's payment of such taxes, fees, and assessments will not reduce any payment due CITY.

49. Hazardous Substances. PERMITTEE must not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under, or from the Premises. PERMITTEE and PERMITTEE's officers, employees, agents, contractors, invitees, and guests must not install, store, utilize, generate, or sell any Hazardous Substance in the Premises without CITY's prior written consent. PERMITTEE must, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

49.1 Remediation. If PERMITTEE's occupancy, use, development, maintenance, repair or restoration of the Premises results in a release of a Hazardous Substance, PERMITTEE must pay all costs of remediation and removal to CITY's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules and regulations of governmental authorities.

49.2 Removal. If PERMITTEE or PERMITTEE's officers, employees, agents, contractors, invitees, and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Premises, PERMITTEE must remove all Hazardous Substances in any type of container, equipment or device from the Premises immediately upon or prior to the expiration or earlier termination of this SUP. CITY reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Premises. PERMITTEE must be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this subsection.

49.3 Hazardous Substances Indemnity. In addition to any other indemnification set forth herein, PERMITTEE must protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, repair or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency;

(vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

49.4 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, PERMITTEE must immediately notify CITY and any appropriate regulatory or reporting agency in compliance with California Code of Regulations Title 19 and all other applicable laws or regulations. PERMITTEE must deliver a written report thereof to CITY within three days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE must take all actions necessary to alleviate the danger. PERMITTEE must immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

49.5 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises resulted in any Hazardous Substance being released on, from or beneath the Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment must be obtained at PERMITTEE's sole cost and expense, and must establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Premises, then the environmental assessment must include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE must cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with environmental laws and regulations are achieved, and PERMITTEE must pay all costs and expenses therefor.

50. Alcohol. No alcohol may be served at the Premises without the written permission of the Director obtained in advanced, which permission may be reasonably withheld or delayed in the Director's sole discretion. PERMITTEE must obtain a special event permit under Municipal Code section 56.54, as amended from time to time, and as referenced in this

section. PERMITTEE must follow and will bear full responsibility for compliance with all alcohol laws, special event permit conditions, and SUP conditions whenever PERMITTEE obtains permission to serve alcohol pursuant to this section. All state and local regulations regarding the consumption of alcohol must be followed at all times at the Premises, at PERMITTEE's sole risk and cost.

51. Special Events. If PERMITTEE's event meets the definition of a Special Event under San Diego Municipal Code section 22.4003, PERMITTEE must submit a Special Event permit application. CITY's Office of Special Events is responsible for the overall management of the Citywide Special Event Permitting Process for all Special Events taking place on public right-of-way as well as events taking place on park property that include event components that are considered complex.
- 51.1 Examples of complex event elements include alcohol, road closures, major structural elements, events that require two additional regulatory or public safety permits aside from a Parks permit, and commercial vending activity.
- 51.2 As it relates to the Special Event permit application, all required information, documents, and application fee are required no later than 60 days prior to the actual date of the event. Permit applications submitted and/or incomplete with less than 60-days' notice will incur late fees per business day. A map of the event layout will be required, as part of the permit process, to ensure the event will take place within the Premises. For more information on the Citywide Special Event Permit Process and to submit a permit application, refer to the Special Events & Filming website: <https://www.sandiego.gov/specialevents-filming>.
- 51.3 Any event that will take place on CITY park property outside the Premises of this SUP will require a Park Use Permit issued through Parks and Recreation staff. All events must be in compliance of Parks and Recreation Park Use Rules and Regulations including undergoing a California Environmental Quality Act (CEQA) review if the event is over park capacity. Park Use Rules and Regulations including Park Capacities can be found at: <https://www.sandiego.gov/park-and-recreation/parks/rules>.
52. Exclusive Beverage Vending Machine. PERMITTEE acknowledges and understands that Compass Group USA, Inc., a Delaware corporation doing business as Canteen San Diego, is the exclusive "vending machine" provider for CITY and must be used for all machine vending at the Premises. PERMITTEE will not procure, use, or otherwise allow any vending services at the Premises other than CITY's designated exclusive provider. If at any time CITY changes its exclusivity pertaining to the provision of vending machines, PERMITTEE will be informed in writing by CITY and will comply with whomever has been designated the exclusive vendor as set forth by CITY.
53. Music. PERMITTEE must only perform music for which CITY has obtained a "non-dramatic" (as hereinafter defined) performance license from ASCAP, Broadcast Music, Inc. (BMI), SESAC, or any other musical industry licensing entity (Licensing Entity). For a

list of approved music and artists, PERMITTEE may contact the respective Licensing Entity. CITY will notify PERMITTEE in writing of any other approved Licensing Entity and any additional PERMITTEE requirements (hereinafter, Additional Requirements) imposed upon PERMITTEE by CITY by virtue of its licensing agreement with Licensing Entity.

- 53.1 For the purposes of this SUP a "non-dramatic" performance includes live performances and recorded performances (CD, tapes, radio and television over loudspeakers). PERMITTEE must not perform music with any "dramatic" performances. A "dramatic" performance includes, but is not be limited to, the following: (a) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety; (b) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (c) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action or visual presentation; and (d) performance of a concert version of a "dramatico-musical work" (as hereinafter defined). The term "dramatico-musical work" as used in this SUP, will include, but is not limited to, a musical comedy, opera, and a play with music, revue, or ballet.
- 53.2 PERMITTEE must not perform music from a coin operated phonorecord (or CD) player commonly known as a "juke-box" or a computer on-line service or electronic bulletin board in the Premises.
- 53.3 It will be PERMITTEE's sole responsibility to ensure it only performs music for which CITY has obtained a valid music license. Should PERMITTEE desire to perform music for which CITY does not have a license, PERMITTEE must obtain its own license from the appropriate Licensing Entity before PERMITTEE performs the desired music. PERMITTEE must ensure that (1) CITY is named in the license; (2) each CITY premises/location where PERMITTEE intends to perform the music is identified in the license; and (3) PERMITTEE has provided CITY with a fully executed copy of the license at least ten days prior to the performance of the music.
54. Waiver. The property constituting the Premises is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE's obligations under this SUP, in one or more instance, will not be construed as a waiver of any such obligation, and the same will remain in full force and effect. CITY's waiver of a default will not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy will not be deemed a waiver of that or any other right or remedy under this SUP, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default will not waive the use of any other right or remedy for the same default or for another or later default. CITY's

acceptance of any fees will not be a waiver of any default preceding the fee payment. CITY's failure to discover a default or take prompt action to require the cure of any default will not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

55. Cumulative Remedies. CITY's rights and remedies under this SUP are cumulative and will not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
56. Survival. Any obligation which accrues under this SUP prior to its expiration or termination will survive such expiration or termination.
57. Exhibits. All exhibits referenced in this SUP are incorporated into this SUP by this reference. In the event of a conflict between this SUP and any exhibit to this SUP, the terms, conditions, and obligations of this SUP will control.
58. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons, and entities, and each of them, will be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this SUP.
59. No Affiliation. Nothing contained in this SUP will be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
60. Entire Agreement. This SUP including the exhibits attached hereto, constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this SUP and PERMITTEE's occupancy, use, development, maintenance, and restoration of the Premises. Any modification, alteration, or amendment of this SUP must be in writing and signed by all the parties hereto.
61. Amendments. Neither this SUP nor any section hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of CITY and PERMITTEE. Any alleged oral amendments have no force or effect.
62. Notices. Any notice required or permitted to be given under this SUP will be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE as follows:

LA JOLLA COASTAL CONSERVANCY
Attn: Brenda Fake, Chair and/or Bob Evans, Director
PO Box 141

La Jolla, CA 92038

And to CITY as follows:

THE CITY OF SAN DIEGO

Attn: Patrick Hadley, Deputy Director

City of San Diego

Parks and Recreation Department

2125 Park Boulevard, 2nd Floor, MS 39

San Diego, CA 92101


63. Counterparts. This SUP may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which, when taken together, will constitute one and the same.
64. Authority to Contract. Each individual executing this SUP on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this SUP on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this SUP is binding upon such person or entity in accordance with its terms. Each person executing this SUP on behalf of another person or legal entity must, upon request, provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
65. Acceptance of Premises. By signing this SUP, PERMITTEE represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Premises and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Premises or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Premises in entering into this SUP. PERMITTEE accepts the Premises in its current condition and acknowledges and agrees that CITY has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Premises prior to the Effective Date. PERMITTEE will not hold CITY responsible for any defects in the Premises. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE's employees, from any defects in the Premises, and will be solely responsible, therefore.


(REMAINDER OF PAGE PURPOSELY LEFT BLANK)

IN WITNESS WHEREOF, this SUP is executed by CITY, acting by and through its Deputy Chief Operating Officer whose authority is delegated by the Mayor of the City of San Diego pursuant to San Diego Charter sections 260 and 28, authorizing such execution, and by PERMITTEE.


PERMITTEE:

LA JOLLA COASTAL CONSERVANCY

By:  Date 8/21/25
Brenda Fake, Chair


By:  Date 8/21/2025
Robert Evans, Director

CITY:

By:  Date 8 sept 2025
Kristina Peralta, Deputy Chief Operating Officer

Approved as to form
this 5 day of September, 20 25.

HEATHER FERBERT, City Attorney

By: 
Alma Robbins
Deputy City Attorney

Attachments: Exhibit A – Permit Use
Exhibit B – Premises
Exhibit C – CITY Approved Installations, Improvements and Repairs
Exhibit D – Sublicense Agreement
Exhibit E – Facility Inspection Form
Exhibit F – Equal Employment Opportunity Policy
Exhibit G – Prevailing Wage Requirements
Exhibit H – Coast Walk Trail at La Jolla Cove 2021 Plant List

SPECIAL USE PERMIT
Exhibit A – Permit Use

1. Scope of Permit Use. The scope of the Permit Use consists of maintenance activities described in Table 1, and minor fundraising activities such as the sale of clothing and accessories and seeking donations to fund the Project.
 - 1.1 CITY will continue to maintain the Premises at the existing level of service described in Table 2. Any maintenance activities performed by PERMITTEE will be in addition to CITY's existing level of service. PERMITTEE must not interfere with CITY's existing level of service when performing maintenance activities described in Table 1.
 - 1.2 PERMITTEE will request and receive written authorization from CITY prior to undertaking any additional maintenance activities not described in Table 1.
 - 1.3 PERMITTEE will request and receive written authorization from CITY prior to undertaking any maintenance activities to the historically designated structures listed in Table 3.
 - 1.4 PERMITTEE must not use any portion of the Premises or any other CITY-owned property for staging or overnight storage unless PERMITTEE has received prior written approval from CITY Contact. PERMITTEE's use of any approved staging area must comply with the terms and conditions established by CITY. PERMITTEE's use of any approved staging area must terminate concurrently with this SUP.
 - 1.5 PERMITTEE will request and receive written authorization from CITY prior to undertaking the removal of any trees or shrubs at Scripps Park. Many trees and shrubs within Scripps Park contribute to the La Jolla Park Coastal Historic District being listed on the National Register of Historic Places.
 - 1.6 General nonnative vegetation management and native plant management in all locations on the Premises will consider those plant species listed in **Exhibit H: Coast Walk Trail at La Jolla Cove 2021 Plant List**, attached hereto.
 - 1.7 Minor fundraising activities will be conducted concurrently with maintenance activities described in Table 1.

TABLE 1. PERMITTEE MAINTENANCE LIST

COASTAL AREA BY LOCATION	MAINTENANCE ACTIVITY
COAST WALK TRAIL	<ul style="list-style-type: none"> ▪ General nonnative vegetation management (i.e., weeding) ▪ Native plant management (i.e., planting native plants identified in Exhibit H) ▪ Tree trimming ▪ Trail surface cleanup and minor resurfacing (i.e., replacing small sections of decomposed granite) ▪ Staining/painting existing benches, post and chain fence, white painted fences, Belvederes, and similar structures/improvements ▪ Minor fence and barrier repairs (i.e., minor repairs to existing fence and barriers, such as replacing damaged or missing cable or sections of fence post) including repairs to damaged post and chain fence, white painted fences, and similar barriers located between public right-of-way and coastal bluff
SCRIPPS PARK	<ul style="list-style-type: none"> ▪ General nonnative vegetation management (i.e., weeding) ▪ Native plant management (i.e., planting native plants identified in Exhibit H) ▪ Lawn/grass general maintenance (i.e., mowing, edging, aerating, adding nutrients) ▪ Tree trimming ▪ Staining/painting existing benches, post and chain fence, white painted fences, Belvederes, and similar structures/improvements ▪ Minor fence and barrier repairs (i.e., minor repairs to existing fence and barriers, such as replacing damaged or missing cable or sections of fence post) including repairs to damaged post and chain fence, white painted fences, and similar barriers located between public right-of-way and coastal bluff

CHILDREN'S POOL

- Bluff management – general nonnative management (coast scapes) and erosion control (i.e., weeding and installing erosion control Best Management Practices (BMPs))
- Staining/painting existing benches, post and chain fence, white painted fences, Belvederes, and similar structures/improvements
- Minor fence and barrier repairs (i.e., minor repairs to

SOUTH CASA BEACH & WIPEOUT BEACH

- existing fence and barriers, such as replacing damaged or missing cable or sections of fence post) including repairs to damaged post and chain fence, white painted fences, and similar barriers located between public right-of-way and coastal bluff
- Bluff management – general nonnative management (coast scapes) and erosion control (i.e., weeding and installing erosion control Best Management Practices (BMPs))
- Staining/painting existing benches, post and chain fence, white painted fences, Belvederes, and similar structures/improvements
- Minor fence and barrier repairs (i.e., minor repairs to existing fence and barriers, such as replacing damaged or missing cable or sections of fence post) including repairs to damaged post and chain fence, white painted fences, and similar barriers located between public right-of-way and coastal bluff

WHALE VIEW POINT & CUVIER PARK

- General nonnative vegetation management (i.e., weeding)
- Native plant management (i.e., planting native plants identified in Exhibit H)
- Lawn/grass general maintenance (i.e., mowing, edging, aerating, adding nutrients) Tree trimming
- Minor fence and barrier repairs (i.e., minor repairs to existing fence and barriers, such as replacing damaged or missing cable or sections of fence post) including repairs to damaged post and chain fence, white painted fences, and similar barriers located between public right-of-way and coastal bluff

TABLE 2. EXISTING LEVEL OF SERVICE PROVIDED BY CITY

MAINTENANCE ACTIVITY	LEVEL OF SERVICE ^a
▪ General nonnative and native vegetation management (non-irrigated) (i.e., weeding)	▪ Monthly
▪ Native plant management (irrigated) (i.e., planting native plants identified in Exhibit H)	▪ Weekly
▪ Lawn/grass general maintenance (i.e., mowing, edging, aerating, adding nutrients)	▪ Weekly ^b
▪ Tree trimming	▪ As needed ^c
▪ Bluff management – general nonnative management (coast scapes) and erosion control (i.e., weeding and installing erosion control Best Management Practices (BMPs))	▪ None
▪ Trail surface cleanup and minor resurfacing (i.e., replacing small sections of decomposed granite)	▪ None
▪ Trail trash cans	▪ Daily
▪ Staining/painting existing benches, post and chain fence, white painted fences, Belvederes, and similar structures/improvements	▪ As needed
▪ Minor fence and barrier repairs (i.e., minor repairs to existing fence and barriers, such as replacing damaged or missing cable or sections of fence post) including repairs to damaged post and chain fence, white painted fences, and similar barriers located between public right-of-way and coastal bluff	▪ As needed ^d

a. Level of service may vary based on season and corresponding staffing levels.

b. Mowing schedule may be adjusted to bi-weekly in Fiscal Year 2026.

c. Tree inspections occur bi-weekly. Trimming occurs as needed to ensure public safety.

d. Fence and barrier repairs occur as needed to ensure public safety.

TABLE 3. LA JOLLA PARK COASTAL HISTORIC DISTRICT – HISTORICALLY DESIGNATED STRUCTURES

STRUCTURE	DESIGNATION
<ul style="list-style-type: none"> ▪ Devil's Slide Footbridge 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register) ▪ HRB #288
<ul style="list-style-type: none"> ▪ Goldfish Point Stairs 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ The Cove Stairs & Retaining Wall 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Low Masonry Wall 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ North Belvedere 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ South Belvedere 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Shell Beach Belvedere 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Children's Pool 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Children's Pool Breakwater 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Children's Pool Bi-Level Stairway 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ South Casa Beach Stairs 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Scripps Cobble Retaining Wall 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Scripps Cobble Drain Outlet 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)
<ul style="list-style-type: none"> ▪ Whale Point Stairs 	<ul style="list-style-type: none"> ▪ La Jolla Park Coastal Historic District (National Register)

SPECIAL USE PERMIT
Exhibit B - Premises

FIGURE 1. COAST WALK TRAIL



Description: That certain CITY-owned real property spanning from the intersection of Coast Walk and Torrey Pines Road on the southeast to 1325 Coast Boulevard on the northwest, and from the centerline of Coast Boulevard to the western terminus of the Coast Walk Trail unimproved paper street; including, but not limited to, Coast Walk Trail, as depicted in yellow above (collectively, “Coast Walk Trail”).

SPECIAL USE PERMIT
Exhibit B - Premises

FIGURE 2. SCRIPPS PARK



4/23/2025

Parcels
City of San Diego Boundary

1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km
Esri Community Maps Contributors, SanGIS, California State Parks, ©
OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METINASA, USGS, Bureau of Land Management, EPA,
NPS, US Census Bureau, USDA, USFWS

Description: That certain CITY-owned real property spanning from 1325 Coast Boulevard on the east to 1100 Coast Boulevard on the west, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, La Jolla Cove and Ellen Browning Scripps Memorial Park, as depicted in yellow above (collectively, “Scripps Park”).

SPECIAL USE PERMIT
Exhibit B - Premises

FIGURE 3. CHILDREN'S POOL



Description: That certain CITY-owned real property spanning from 1100 Coast Boulevard on the northeast to 850 Coast Boulevard on the southwest, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, Ellen Browning Scripps Memorial Park, Shell Beach, La Jolla Children's Pool, and South Casa Beach, as depicted in yellow above (collectively, "Children's Pool").

SPECIAL USE PERMIT
Exhibit B - Premises

FIGURE 4. SOUTH CASA BEACH & WIPEOUT BEACH



4/23/2025

Parcels

City of San Diego Boundary

1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

Esri Community Maps Contributors, SanGIS, California State Parks, ©
OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METINASA, USGS, Bureau of Land Management, EPA,
NPS, US Census Bureau, USDA, USFWS

Description: That certain CITY-owned real property spanning from 850 Coast Boulevard on the north to 600 Coast S Boulevard on south, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, South Casa Beach and Wipeout Beach, as depicted in yellow above (collectively, “South Casa Beach & Wipeout Beach”).


SPECIAL USE PERMIT
Exhibit B - Premises

FIGURE 5. WHALE VIEW POINT & CUVIER PARK



4/23/2025

 Parcels

 City of San Diego Boundary

1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

Esri Community Maps Contributors, SanGIS, California State Parks, ©
OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,
GeoTechnologies, Inc, METANASA, USGS, Bureau of Land Management, EPA,
NPS, US Census Bureau, USDA, USFWS

Description: That certain CITY-owned real property spanning from 600 Coast S Boulevard on the northeast to 274 Coast Boulevard on the southwest, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, Cuvier Park and Whale View Point, as depicted in yellow above (collectively, “Whale View Point & Cuvier Park”).

SPECIAL USE PERMIT
Exhibit C – CITY Approved Installations, Improvements and Repairs

1. Scope of Project. The scope of the Project consist of various projects throughout the Premises (individually, “Minor Project”). Each Minor Project is identified in more detail in Table 1 below.

TABLE 1. PERMITTEE PROJECT LIST

COASTAL AREA BY LOCATION	PROJECTS
COAST WALK TRAIL	<ul style="list-style-type: none"> ▪ Repair or replace retaining wall across from 1535 Coast Walk ▪ Repair or replace retaining wall across from 1555 Coast Walk ▪ Repair or replace failing bridge gabion ▪ Repair or replace retaining walls below 1449 Coast Walk ▪ Repair, replace, or install new benches and concrete bench pads/footings
SCRIPPS PARK	<ul style="list-style-type: none"> ▪ Repair, replace, or install new safety fencing and barriers ▪ Repair or relocate Belvedere ▪ Repair or replace La Jolla Cove east and west stairs ▪ Repair or replace Boomer/Point La Jolla sea wall ▪ Scripps lawn landscape and development design ▪ Repair or replace Shell beach stairs ▪ Repair or widen/expand Coast Boulevard sidewalk ▪ Repair, replace, or install new benches and concrete bench pads/footings
CHILDREN'S POOL	<ul style="list-style-type: none"> ▪ Repair, replace, or install new safety fencing and barriers ▪ Repair or replace sea wall ▪ Repair or relocate Belvedere ▪ Repair, replace, or install new benches and concrete bench pads/footings

**SOUTH CASA BEACH &
WIPEOUT BEACH**

- Repair, replace, or install new safety fencing and barriers
- Repair or replace cobble retaining wall
- Repair or replace South Casa Beach bluff/stairs
- Repair or replace Wipeout Beach stairs
- Repair, replace, or install new benches and concrete bench pads/footings

**WHALE VIEW POINT &
CUVIER PARK**

- Repair or replace Whale View Point stairs
- Repair, replace, or install new safety fencing and barriers
- Repair, replace, or install new benches and concrete bench pads/footings

2. Contingency. PERMITTEE must validate, to the satisfaction of CITY, that it has all the necessary funds plus a 5% contingency readily available to complete a Minor Project before beginning that Minor Project.
3. Commencement of Work and Pre-Construction Activities.
 - 3.1 Work Schedule. PERMITTEE must contact CITY Contact a minimum of five working days prior to the commencement of a Minor Project. At that time, PERMITTEE will submit a work schedule to CITY Contact that includes a description of the work to be performed, the specific location of such work, plan and design sheets showing construction specifications, precise locations, the dates and times of such work, and other relevant information deemed necessary by CITY to CITY Contact. CITY reserves the right to impose reasonable restrictions and scheduling conditions for any activities related to the improvements or installations, and no work will commence without the prior written approval of CITY Contact.
 - 3.2 Public Access Approval. Notwithstanding the time periods set forth in subsection 3.1, PERMITTEE must notify CITY Contact a minimum of ten working days prior to start of any work that may affect public access on or adjacent to the Premises.
 - 3.3 Pre-Construction Meeting. A minimum of five working days prior to commencement of a Minor Project, PERMITTEE must invite CITY Contact to a pre-construction meeting. This meeting must establish points of contact, define means and methods of the Minor Project, and coordinate PERMITTEE's work schedule with scheduled activities and Parks and Recreation Department operations in and adjacent to the Premises.
4. Unauthorized Work. PERMITTEE must not engage in any work on CITY-owned property other than pre-approved aspects of the Project. Any work performed by PERMITTEE that

was not previously approved or otherwise authorized by this SUP, must be removed and CITY-owned property must be put back to its condition on the Effective Date at PERMITTEE's sole cost and expense, subject to the satisfaction of CITY Contact.

5. Subcontractors' Insurance and Indemnification of CITY. Unless PERMITTEE's insurance covers work performed by all of PERMITTEE's subcontractors working on the Project or in the Premises, PERMITTEE must require PERMITTEE's subcontractors to indemnify CITY and to maintain insurance coverage pursuant to sections 37 and 38 of this SUP, and all of the endorsements set for in section 37, including naming the City of San Diego and its respective elected officials, officers, employees, agents, and representatives as an Additional Insured in each insurance policy.
 - a. PERMITTEE's subcontractors' automobile liability insurance must be for all of PERMITTEE's subcontractors' automobiles including owned, hired and non-owned automobiles, PERMITTEE's subcontractors must keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate must reflect coverage for any automobile (any auto).
6. Subcontractors. PERMITTEE must provide CITY Contact a list of all contractors and subcontractors, including name, address, email, fax, and phone number. All construction work requiring a licensed contractor pursuant to the Contractors State License Law (Division 3, Chapter 9, Article 1 of the Cal. Bus. & Prof. Code) must be done by contractors licensed within the State of California.
7. Prevailing Wages. Prevailing wage rates apply to the Project. PERMITTEE must comply with State prevailing wage laws, including, but not limited to, those requirements set forth in Exhibit G.
8. Performance Bond. Prior to the commencement of a Minor Project, CITY, in its sole discretion, will determine if a performance bond will be required for that Minor Project. If required, PERMITTEE must provide CITY with a performance bond in the amount of 100% of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond must ensure that the Minor Project be completed in accordance with this SUP and all applicable laws and regulations. At the option of CITY, in the event the Minor Project is not completed in full satisfaction of the Minor Project plans and this SUP, CITY may use the performance bond to remove the uncompleted Minor Project and restore the Premises to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above, or at CITY's option may be placed in an escrow approved by CITY.
9. Construction Guidelines. All new construction must comply with CITY's design guidelines and regulations, California Building Code Title 24, State Historical Building Code (Cal.

Health & Safety Code §§ 18950-18961), California Historical Building Code (Cal. Code Regs. title 24, part 8), the latest edition of the National Park Service's *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*, and Americans with Disability Act (ADA) standards. Any items that are not pre-approved or not to code will be rejected at the time of walk-through and must be removed and/or corrected at PERMITTEE's expense. It is the responsibility of PERMITTEE to obtain the necessary permits prior to commencement of any work on the Project, to obtain any inspections required for the work involved and to ensure the Project will adhere to all laws, rules, and regulations, including California Building Code Title 24, State Historical Building Code (Cal. Health & Safety Code §§ 18950-18961), California Historical Building Code (Cal. Code Regs. title 24, part 8), the latest edition of the National Park Service's *The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*, ADA, the latest edition of the Parks and Recreation Department's *Consultant's Guide to Park Design and Development*, *San Diego Standard Drawings for Public Works Construction*, the *Standard Specifications for Public Works Construction* (Greenbook, 2021 edition), the 2012 City of San Diego "Whitebook" supplement to the Greenbook (Document No. PITS090110-1), CITY's regulations and other local agencies regulations.

10. Final Walkthrough. PERMITTEE must conduct a final walkthrough with CITY Contact, including CITY's Planning Department Historic Resources staff for work performed on historically designated structures listed in Exhibit A, Table 3 of this SUP, to review and inspect the Minor Project, in each instance, for compliance with this SUP and with Parks and Recreation Department standards. All items noted not to be in compliance with that certain *Consultant's Guide to Park Design and Development*, and any concerns identified by CITY Contact as being incomplete or unacceptable, must be corrected to the satisfaction of CITY prior to final acceptance of the work that is performed.
11. Payment Bond. Prior to the commencement of a Minor Project, CITY, in its sole discretion, will determine if a payment bond will be required for that Minor Project. If required, PERMITTEE must deliver to CITY a payment bond (materials and labor bond) in an amount not less than 100% of the total amount payable under the contract for construction of the Minor Project to satisfy claims of material suppliers and of mechanics and laborers employed on the Minor Project. The bond must be provided in compliance with Division 4, Part 6, Title 3, Chapter 5 of the California Civil Code. The bond must be executed by an admitted surety, consistent with California Code of Civil Procedure section 995.670, that is authorized by the California Department of Insurance to transact surety insurance in the State. PERMITTEE must maintain the bond in full force and effect until the Minor Project is accepted by CITY and until all claims for materials and labor are paid and must otherwise comply with the California Government Code. Should the bond become insufficient, PERMITTEE must renew, or cause the renewal of, the bond within ten calendar days after receiving notice from CITY.
12. Staging Area. PERMITTEE must not use any portion of the Premises or any other CITY-owned property for staging or overnight storage unless PERMITTEE has received prior

written approval from CITY Contact. PERMITTEE's use of any approved staging area must comply with the terms and conditions established by CITY. PERMITTEE's use of any approved staging area must terminate concurrently with this SUP.

13. Vehicles in Premises. PERMITTEE must seek prior written approval from CITY Contact to have vehicles access the Premises. PERMITTEE is prohibited from having PERMITTEE owned vehicles access the Premises. Approval for PERMITTEE owned vehicles to access the Premises will be denied, unless PERMITTEE provides CITY evidence of modified automobile liability insurance for all of PERMITTEE's automobiles including owned, hired and non-owned automobiles. If PERMITTEE seeks approval for PERMITTEE owned vehicles to access the Premises, PERMITTEE must keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate must reflect coverage for any automobile (any auto).
14. Safety Fencing: PERMITTEE must install adequate safety fencing around the entire Premises during all digging and surface disruption, or whenever required by CITY. PERMITTEE must properly cover all open trenches at all times and must display appropriate signage around the Premises.

SPECIAL USE PERMIT
Exhibit D – Sublicense Agreement

SUBLICENSE AGREEMENT

This Sublicense Agreement (**Sublicense**) is entered into between THE CITY OF SAN DIEGO, a California municipal corporation (**CITY**), [ENTER NAME], Inc, a non-profit California Corporation (**PERMITTEE**), and [COMMERCIAL ENTITY NAME AND ADDRESS] (**SUBLICENSEE**) to be effective when signed by all parties entering into this Sublicense and approved by the City of San Diego City Attorney (**Effective Date**).

PERMITTEE has previously entered into a SPECIAL USE AGREEMENT (**SUP**) with CITY effective _____ (**Permit**), a copy of which is attached as **Exhibit A**, for the non-exclusive use of certain CITY-owned property, commonly known as [NAME AND ADDRESS OF FACILITY] (**Premises**). PERMITTEE now desires to sublicense part of the Premises to SUBLICENSEE. Therefore, the parties agree as follows:

1. **FACILITY ON PREMISES.** SUBLICENSEE, in consideration of the License Fees provided pursuant to the Permit and this Sublicense, and with permission and approval by CITY, will use and occupy the [NAME/PART OF FACILITY] in order to [PURPOSE OF BUSINESS].

2. **TERM AND POSSESSION.** The term of this Sublicense will begin on the Effective Date and will continue for the remainder of the term provided in the Permit, which terminates on _____, unless terminated sooner pursuant to the terms of the Permit or this Sublicense.

3. **SUBLICENSE FEES.** SUBLICENSEE must pay to the CITY a one-time Sublicense fee of One thousand and fifty dollars \$1,050.00 per term, not subject to proration, and payable at least 30 days in advance of when it is due. Sublicense Fee payments must be made to _____ at _____, which may be changed from time to time by CITY. Failure of SUBLICENSEE to pay the required License Fee(s) will be considered a default of the Permit and this Sublicense. CITY may also charge interest or penalties for failure to pay the required License Fee(s) when due.

4. **BUDGET, RECORDS, AND INSPECTION.** SUBLICENSEE must keep accurate and complete books of its accounts and records indicating its financial transactions made in connection with the Premises. All of its records and accounts will be subject to inspection by an authorized representative of CITY at all reasonable times. Records must be maintained for a minimum period of five years starting from the end of the Permit Term.

5. SUBLICENSEE agrees to the following terms and conditions:

a. SUBLICENSEE is not authorized to allow any additional uses on the Premises or any additional persons or groups to use the Premises. This Sublicense will not be construed as a waiver of the requirement to obtain CITY's written consent to any other proposed sublicense, assignment, or transfer of any right to use or occupy the Premises by PERMITTEE or SUBLICENSEE. Any transfer of the right to use or occupy the Premises by another person or

entity without the written approval of the Director or designee (**Director**) will, by operation of law, automatically terminate the Sublicense Agreement and the underlying Permit.

b. SUBLICENSEE must abide by all local, state, and federal laws including continually having the proper licenses, permits, and insurance certificates (for example, having a CITY Business License and the insurance coverage required in section ____ of the Permit).

c. This Sublicense will not increase CITY's obligations or duties under the Permit or to SUBLICENSEE.

e. This Sublicense does not grant any rights to the SUBLICENSEE greater than those rights granted to PERMITTEE under the Permit.

f. This Sublicense does not create obligations or costs to CITY related to the Sublicense.

g. This Sublicense does not modify, waive, amend, or otherwise affect any provision of the Permit.

h. This Sublicense does not create any type of obligation by CITY to PERMITTEE, SUBLICENSEE, or to any governmental agent, board, commission, or agency with regard to any other action relating to Sublicensee's use, occupancy, or maintenance of any portion of the Premises or improvements thereon.

i. Prior to SUBLICENSEE's use or occupancy of the Premises, SUBLICENSEE must provide a certificate of insurance demonstrating that the SUBLICENSEE is in compliance with the insurance requirements in Section ____ of the Permit, which must name PERMITTEE and the "City of San Diego, its elected officials, officers, representative, agents, and employees," as additional insureds for the entire term of the Sublicense.

j. SUBLICENSEE will defend, indemnify, and hold harmless CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from, the operations conducted on the Premises, the condition of the Premises, or from any act or omission of SUBLICENSEE, its agents, invitees, contractors, and guests; provided however, SUBLICENSEE's duty to indemnify and hold harmless will not include any claims or liability arising from the established sole negligence or willful misconduct of CITY, its agents, officers, or employees.

k. SUBLICENSEE must not sublicense, or attempt to transfer any other interest or right to use the Premises, in whole or in part, any facility on the Premises, or any right or appurtenant privilege to the Premises, without CITY's prior written consent, which consent must be in CITY's sole and absolute discretion.

l. Any default of SUBLICENSEE or of this Sublicense will be considered a default by PERMITTEE or of the terms and conditions of the Permit.

m. This Sublicense may be terminated by CITY, PERMITTEE, or the SUBLICENSEE for convenience upon 30 days prior written notice to the non-terminating party.

n. SUBLICENSEE agrees to surrender and deliver to CITY the Premises and all furniture, appurtenances, and decorations within the Premises in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted. SUBLICENSEE will be liable to CITY for any damages occurring to the Premises or the contents thereof or to the building which are used or occupied by SUBLICENSEE or their guests.

6. NOTICE. Notices under this Sublicense Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

PERMITTEE:

(Include name, mailing address, phone number, email address)

SUBLICENSEE:

(Include name, mailing address, phone number, email address)

CITY: _____

(Include name, mailing address, phone number, email address)

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

7. GOVERNING LAW. This Sublicense will be construed in accordance with the laws of the State of California.

8. CITY'S CONSENT. The Permit requires the prior written consent of CITY prior to any SUBLICENSEE using or occupying the Premises. Such consent has been obtained and a copy is attached as **Exhibit B**.

9. INCORPORATION OF THE PERMIT. This Sublicense incorporates and is subject to the original Permit between PERMITTEE and CITY, a copy of which is attached as Exhibit A, and which is referred to and incorporated as if it were fully set out here. SUBLICENSEE agrees to assume all the obligations and responsibilities of the PERMITTEE under the original Permit for the duration of this Sublicense.

Date: _____

SUBLICENSEE: _____

Print name: _____

Date: _____

PERMITTEE: _____

Print name/title: _____

Date: _____

CITY:

THE CITY OF SAN DIEGO, a California Municipal Corporation

BY: _____ Date: _____

Andrew Field, Director
Parks and Recreation Department

Approved by CITY:

Date: _____

Name and title: _____ (sign and print name)

**SPECIAL USE PERMIT
EXHIBIT E – Facility Inspection Form**

**SAN DIEGO PARK AND RECREATION DEPARTMENT
WEEKLY**

Facility, Furnishings & Grounds Safety Inspection

DEPARTMENT INSTRUCTION 6.6
P = Pass F = Fail N/A = Not Applicable

Location Inspected _____ Date of Inspection _____

Name (print) _____

Signature of Inspector _____ Title _____ Time Req'd _____

1.) GENERAL ENVIRONMENT			P	F	N/A		P	F	N/A
A. Picnic Tables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Picnic Shelters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Benches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Barbecue Grills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Hot Coal Containers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Drinking Fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Telephones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J. No Obstructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

2.) RESTROOM			P	F	N/A		P	F	N/A
A. Clean & Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Doors Free of Obstacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Fixtures (Shower Heads, Sink, Bowls, Hand Dryer)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Drinking Fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Floor Surfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				G. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3.) PARKING LOTS/SIDEWALKS (Cracks, Chips, Sand) STAIRWAYS			P	F	N/A		P	F	N/A
A. Pot Holes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Lights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Sidewalk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Railings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Stairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Landings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.) TURF AREAS/ATHLETIC FIELDS/MULTI-PURPOSE COURTS			P	F	N/A		P	F	N/A
A. Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Exposed or Broken Sprinkler Heads	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Holes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Base Anchors/Plates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Dugout Benches/Bleachers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Backboard/Rims	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Nets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Surfacing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5.) TREES (Broken Limbs, Stubs, etc.)	P	F	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6.) FENCING			P	F	N/A		P	F	N/A
A. Holes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Protruding Wire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Gates (Operational, Locks Functional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

7.) TRAILS			P	F	N/A		P	F	N/A
A. Free of Debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Hand Rails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Trail Markers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Railroad Ties/Telephone Post	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Obstructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Stairs/Steps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8.) BUILDINGS		P	F	N/A		P	F	N/A
<u>Fire Prevention</u>								
A. Flammable Liquids stored properly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Fire extinguishers full	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
<u>Electrical</u>		P	F	N/A		P	F	N/A
A. All junction boxes, outlets, switches installed & covered	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Only one electrical plug per outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Electrical panel accessible (nothing within 30" in front of panel)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>Building, Restrooms & General</u>								
A. All rooms clean & free of debris	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Panic hardware in working order	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Fixtures, (Shower Heads, Sink, Bowls, Hand Dryer)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Doors free of obstacles & properly hinged	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Floor Surfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Drinking Fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Graffiti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<u>First Aid Treatment</u>								
A. Minimum Supply on hand according to standard first aid list	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

9) SHORELINE		P	F	N/A		P	F	N/A
A. Irrigation Exposed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Wash Outs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Rip Rap	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Erosion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Drain Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Sign	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Above Grade Drain Swales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Beach Mooring Bars (Weeds, Signs, Wash Outs)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
I. Coastal Bluffs (Stability, Slumps, Park Improvements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J. Volleyball Courts (Nets, Poles)/ Basketball Courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
K. Fire Rings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. Street End Barricades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
M. Offshore Buoys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

10.) BOAT RAMP/DOCKS		P	F	N/A		P	F	N/A
A. Railings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	B. Deck	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. Cleats	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	D. Signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
E. Ramps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F. Bolts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
G. Hinges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Chains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
I. Rollers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	J. Nails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
K. Nonskid	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PLEASE EXPLAIN ANY "FAILED" RATINGS AND ACTIONS TAKEN

COMMENTS: _____

District Manager (if required) _____ Date _____
 Grounds Maintenance Manager/Area Manager _____ Date _____
 Grounds Maintenance Supervisor _____ Date _____

SPECIAL USE PERMIT
EXHIBIT F – Equal Employment Opportunity Policy



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: September 11, 2023

TO: All City Employees, Applicants, Elected Officials, Interns, Volunteers, and Contract Workers

FROM: Todd Gloria, Mayor
Mara W. Elliott, City Attorney
Eric Dargan, Chief Operating Officer
Julie Rasco, Human Resources Director
Douglas Edwards, Personnel Director
Diana Fuentes, City Clerk

SUBJECT: Equal Employment Opportunity (EEO) Policy – Annual Statement

The opportunity to seek, obtain, and hold employment without discrimination is a civil right. Through this Policy, we reaffirm our commitment to the principles of Equal Employment Opportunity (EEO). The City is committed to providing all City employees, applicants, elected officials, interns, volunteers, and contract workers with fair and equal treatment in the workplace, equal opportunities to succeed, and a work environment free of discrimination, harassment, and retaliation. The City has a Zero Tolerance Policy regarding discrimination, harassment, and retaliation; the City will not tolerate discriminatory, harassing, or retaliatory conduct regardless of whether the behavior meets legal thresholds under state and federal law, such as needing to be severe or pervasive. Allegations of conduct contrary to the principles of EEO, or the standards of conduct stated in this Policy, will be taken seriously and investigated in a prompt, thorough, and objective manner. If misconduct is found, the City will take all appropriate remedial measures. Violations of this Policy will result in disciplinary action, up to and including termination, even if it is the first time such conduct has occurred.

We are committed to ensuring that the principles of fair and equal treatment are understood, respected, and practiced throughout the workplace. Federal and state laws make it unlawful to discriminate on the basis of any protected classification, including age, ancestry, color, creed, physical or mental disability, gender, gender identity, gender expression, genetic information, marital status, medical condition, veteran or military status, national origin, pregnancy (including childbirth, breastfeeding, or related medical conditions), race, traits historically associated with race (including hair texture and protective hairstyles such as braids, locks, and twists), religion, religious belief, observance, or practice, religious creed, reproductive health decision-making, sex, sex stereotype, sexual orientation, transgender status or transitioning, use of medical or family care leave, or any other classification

protected by federal, state, or local law (including being perceived, or regarded as, or associated with, any protected classification). This Policy reflects the City's commitment to preventing discrimination, harassment, and retaliation from occurring, promptly correcting any improper conduct through appropriate remedial measures, and providing a workplace that promotes the highest level of performance, professionalism, and civility. Conduct may violate the City's EEO Policy, but not rise to the level of unlawful conduct. All City employees, applicants, elected officials, interns, volunteers, and contract workers are expected to support and adhere to the principles of EEO and the standards of conduct stated in this Policy.

Manager and Supervisor Responsibilities. Managers and supervisors must understand the importance of EEO principles and standards, support, adhere to, and enforce them, and work diligently to provide every City employee, applicant, elected official, intern, volunteer, and contract worker with fair and equal treatment in the workplace, equal opportunities to succeed, and a work environment free of discrimination, harassment, and retaliation. Managers and supervisors will be held accountable to ensure that EEO practices and standards are adhered to in their work units. Managers and supervisors must be mindful of their comments or actions that may have the effect of discouraging employees from coming forward with complaints. Comments or actions calculated to have a chilling effect on employee complaints are prohibited and will not be tolerated.

1. FAIR AND EQUAL TREATMENT

All City employees, applicants, elected officials, interns, volunteers, and contract workers are entitled to equal opportunities and fair and equal treatment in all employment actions (e.g., pre-employment inquiries, hiring and firing, promotions, discipline, transfers, job rotations, work assignments, training, overtime, merit increases, and rewards) and other terms, conditions, and privileges of employment, without regard to age, ancestry, color, creed, physical or mental disability, gender, gender identity, gender expression, genetic information, marital status, medical condition, veteran or military status, national origin, pregnancy (including childbirth, breastfeeding, or related medical conditions), race, traits historically associated with race (including hair texture and protective hairstyles such as braids, locks, and twists), religion, religious belief, observance, or practice, religious creed, reproductive health decision-making, sex, sex stereotype, sexual orientation, trans-gender status or transitioning, use of medical or family care leave, or any other classification protected by federal, state, or local law (including being perceived or regarded as or associated with any protected classification). These classifications are the "protected classifications" covered under this Policy. The City also supports the reasonable accommodation of employees with disabilities or sincerely held religious beliefs, observances, or practices, or who are pregnant or lactating.

2. WORK ENVIRONMENT FREE OF DISCRIMINATION, HARASSMENT, AND RETALIATION

All City employees, applicants, elected officials, interns, volunteers, and contract workers are entitled to a work environment free of discrimination, harassment, and retaliation. Therefore, discrimination, harassment, and retaliation in any form will not be tolerated.

All City employees, applicants, elected officials, interns, volunteers, and contract workers are strictly prohibited from engaging in discrimination or harassment in the workplace based on

a protected classification. In addition, all City employees, applicants, elected officials, interns, volunteers, and contract workers are prohibited from engaging in retaliation against any City employee, applicant, elected official, intern, volunteer, or contract worker who requests accommodation or reports, opposes, complains of, provides a statement or testimony, or otherwise participates in an investigation or other proceeding regarding an alleged act of discrimination, harassment, or retaliation in violation of this Policy.

Discrimination is when a person's protected classification is a substantial motivating reason for an adverse employment action. Some examples of adverse employment actions include termination of employment, discipline, a negative performance evaluation, denial of promotion, demotion, or reduction in pay.

Harassment includes any unwelcome, unsolicited, or unwanted conduct because of a person's protected classification that offends, demeans, humiliates, embarrasses, intimidates, or otherwise causes the person distress. Harassment creates a negative work atmosphere, which reduces work productivity and morale, undermines the integrity of the workplace, and destroys professionalism. Harassment also creates a hostile, offensive, oppressive, or intimidating work environment, and deprives a person of their right to work in a place free of discrimination, when the harassing conduct sufficiently offends, humiliates, distresses, or intrudes upon the person so as to disrupt the person's emotional tranquility in the workplace, affect the person's ability to perform the job as usual, or otherwise interfere with and undermine the person's personal sense of well-being. Some examples of harassment include derogatory comments, slurs, demeaning jokes, threats, unwanted touching, offensive pictures, cartoons, or posters, or sexual advances.

Retaliation includes threatening, intimidating, or harassing conduct or an adverse employment action because a person opposed or reported discrimination, harassment, or retaliation in violation of this Policy; filed or assisted another with a complaint under this Policy; provided a statement or testimony or otherwise participated or assisted in an investigation or other proceeding arising from an alleged violation of this Policy; or requested accommodation for a disability, religious belief, observance, or practice, pregnancy, childbirth, or a related medical condition, or lactation. Subtle retaliation (e.g., an unwarranted change in work assignment or location, an unreasonable denial of a leave request, or uncooperativeness) is also prohibited and will not be tolerated. Managers and supervisors are reminded that employees have a right to report any conduct or employment action that an employee reasonably believes violates this Policy.

Good faith employment actions do not constitute unlawful discrimination, harassment, or retaliation. Good faith employment actions taken by a manager or supervisor, such as offering constructive feedback or criticism, holding an employee accountable, or providing discipline, where appropriate, do not constitute, and should not be mistaken for, discrimination, harassment, or retaliation. These employment actions are aimed at enhancing workplace productivity, or addressing work performance or conduct, and are within the responsibilities and obligations of City managers and supervisors.

The City has a 100% Response Policy regarding claims of discrimination, harassment, and retaliation. This means the City will respond to all reports and complaints of discrimination, harassment, or retaliation in the workplace, conduct fair, timely, and thorough investigations, as needed, and take all appropriate action. The City's action may range from training and informal counseling to more severe disciplinary action, up to and including

termination, even if it is the first time such conduct has occurred. Prior incidents may be considered when assessing the facts and circumstances and determining the appropriate corrective action. Every City employee, applicant, elected official, intern, volunteer, and contract worker is expected to support, adhere to, and enforce the EEO Policy.

Manager and Supervisor Responsibilities. Managers or supervisors who receive a report or complaint, observe, or otherwise become aware of possible discrimination, harassment, or retaliation against an employee, applicant, elected official, intern, volunteer, or contract worker, including by a third-party (e.g., a member of the public), must report the alleged conduct to their department management and the department's Human Resources Department liaison, and take prompt corrective action, as appropriate. Managers or supervisors who fail to properly report possible misconduct or fail to respond and take prompt corrective action, when appropriate, may be disciplined even if the harassment did not take place in their work units.

3. SEXUAL HARASSMENT

All City employees, applicants, elected officials, interns, volunteers, and contract workers are prohibited from engaging in sexual harassment in the workplace. Sexual harassment is harassing conduct that creates an intimidating, hostile, or offensive working environment on the basis of sex or gender, including gender identity, gender expression, or sexual orientation. Sexual harassment is a form of discrimination based on sex, gender, gender identity, gender expression, or sexual orientation. Sexual harassment is unprofessional and detrimental to the work environment. As with other forms of harassment based on a protected classification, the City has a 100% Response Policy and a Zero Tolerance Policy regarding sexual harassment.

Sexual harassment can be unlawful and includes verbal, physical, and visual harassment, as well as unwanted sexual advances. Sexually harassing conduct need not be motivated by sexual desire. A person alleging sexual harassment is not required to sustain a loss of tangible job benefits or productivity in order to establish harassment. It suffices that a reasonable person subjected to the conduct would find, as the harassed person did, that the harassment so altered their working conditions as to make it more difficult to do their job.

Sexually harassing conduct may be either "quid pro quo" or "hostile work environment" sexual harassment:

- "Quid pro quo" (Latin for "this for that") sexual harassment is when a person explicitly or implicitly conditions a job, promotion, or other work benefit on submission to sexual advances or other conduct based on sex.
- "Hostile work environment" sexual harassment occurs when unwelcome comments or conduct based on sex, gender, gender identity, gender expression, or sexual orientation unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment.

To be unlawful, the harassment must be severe or pervasive. That means that it alters the conditions of employment and creates a hostile or abusive work environment. A single incident of harassing conduct may be sufficiently severe so as to create an unlawful hostile work environment, if the harassing conduct unreasonably interfered with the person's work

performance or created an intimidating, hostile or offensive working environment. To be unlawful, the harassment must also be both subjectively and objectively offensive. Sexually harassing conduct can violate the City's EEO Policy, however, even if it does not rise to the level of unlawful conduct.

The existence of a hostile work environment depends upon the totality of the circumstances. In determining whether harassing conduct was severe or pervasive, the totality of the circumstances is considered, including any or all of the following:

- The nature of the conduct;
- How often, and over what period of time, the conduct occurred;
- The circumstances under which the conduct occurred;
- Whether the conduct was physically threatening or humiliating;
- The extent to which the conduct unreasonably interfered with an employee's work performance.

Sexually harassing conduct can be verbal, physical, visual, or written, and can occur between people of the same or opposite sex. Individuals of any gender can be the target of sexual harassment. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity. Sexual harassment can occur in any working relationship, such as between peers, supervisor to subordinate, subordinate to supervisor, by a member of the public toward an employee, elected official to employee, contract worker to employee, within or across departments, as well as in other situations.

Verbal harassment may include sexual comments, obscene language, or sexually degrading words; insults, slurs, threats, or derogatory or demeaning comments; sexual jokes; graphic comments about a person's appearance or physique; conversations or comments with sexual undertones; recounting one's sexual exploits or inquiring about a person's sex life; starting or spreading rumors about the sex life of another person; or remarks or jokes about a person's ability to do a job because of the person's gender, gender identity, or sexual orientation.

Physical harassment may include unwelcome touching, hugging, kissing, groping, or massaging; sexually suggestive leering or vulgar gestures; physically blocking, cornering, or impeding movement; or revealing parts of the body, when such exposure violates common decency.

Visual or written forms of harassment may include displaying derogatory, sexually suggestive, offensive, or explicit objects or pictures, including cartoons, posters, drawings, or computer graphics; sending letters, notes, e-mails, text or electronic messages, or social media invitations; or posting on social media, in some circumstances, when it may be perceived as sexually suggestive, demeaning, offensive, or obscene.

Sexually harassing conduct may also include:

- Unwanted sexual advances;
- Job actions taken to pressure a person into accepting sexual advances; or
- In some circumstances, repeatedly asking a person for a date after being turned down.

Sexually harassing conduct by managers or supervisors can include offering employment benefits in exchange for sexual favors; sexual advances that condition an employment benefit upon an exchange of sexual favors; or a statement or insinuation that a refusal to provide sexual favors, or a rejection of sexual favors or advances, will cause reprisal, lack of support for appointments, promotions, or transfers, failure of probation, change of assignment, poor performance rating, or some other adverse employment action.

In addition, sexual favoritism can create a hostile work environment under certain circumstances. "Sexual favoritism" means that an employee has received preferential treatment in regard to promotion, work hours, assignments, or other significant employment benefit or opportunity because of a sexual relationship with a manager or supervisor who was in a position to grant or influence the granting of those preferences.

Whether alleged harassing conduct constitutes sexual harassment is determined on a case-by-case basis by assessing the entire situation and the totality of the circumstances. Factors such as the nature of the conduct and the context in which the alleged conduct occurred will be considered in assessing the allegations and in determining the resolution.

It is the impact of the conduct that is determinative, not whether the conduct was intended to cause harm. For example, a person who teases in a sexual manner or tells sexual jokes may create an offensive work environment for another person even though the comments or actions were intended to be merely "in good fun." This applies to all types of job classifications and work environments. If a person's conduct is harassing to an individual or group of individuals, it does not matter that the person failed to recognize their conduct as unwelcome, offensive, or harassing.

This Policy does not prohibit mutually consensual social relationships between employees.¹ However, persons involved in consensual relationships must exercise caution to prevent the development of harassing conduct or the use of authority inappropriately. For example, if a consensual relationship changes and is no longer mutual, conduct once welcome by both individuals may become offensive and harassing to one. Sexually harassing conduct can occur in relationships that began as reciprocal relationships, but later cease to be reciprocal.

It is unlawful and prohibited under this Policy to retaliate or threaten retaliation against a person for rejecting sexual advances or complaining about harassment.

All City employees, including elected officials, are required to complete the City's Sexual Harassment Prevention Training within the first six months of hire or assuming their positions, and then again once every two years. Interns and volunteers are also required to complete sexual harassment prevention training. The California Civil Rights Department (CRD) (formerly known as the California Department of Fair Employment and Housing) has created sexual harassment prevention training courses which are available online at no cost: <https://calcivilrights.ca.gov/shpt/>.

¹ Administrative Regulation 95.60, Conflict of Interest and Employee Conduct, prohibits employees from supervising or influencing employment decisions associated with immediate family members or other persons with whom they have a close personal relationship.

4. PERSONS WITH DISABILITIES

The Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA) are the federal and state laws that protect employees with disabilities. Under these laws, the City will provide reasonable accommodations to employees and qualified applicants with a disability, unless doing so would cause undue hardship.

The City determines reasonable accommodations for employees with disabilities through timely, good faith interactive processes involving the Human Resources Department's Reasonable Accommodations Manager, an appropriate manager, supervisor, or designee, and the employee with a disability.² Additionally, the City will engage in timely, good faith interactive processes with qualified job applicants who request accommodation.

5. RELIGIOUS ACCOMMODATION

Title VII of the Civil Rights Act of 1964 (Title VII) and the FEHA are the federal and state laws that protect employees from discrimination based on religion. In accordance with these laws, the City will provide reasonable accommodations to employees, interns, and qualified applicants with a sincerely held religious belief, observance, or practice that conflicts with a job requirement or policy, unless doing so would cause undue hardship.

The City determines reasonable accommodations for employees and interns with religious conflicts through timely, good faith interactive processes involving the Human Resources Department, an appropriate manager, supervisor, or designee, and the employee or intern requesting accommodation. Additionally, the City will engage in timely, good faith interactive processes with qualified applicants who request accommodation.

6. PREGNANCY AND LACTATION ACCOMMODATION

Title VII, in particular the Pregnant Workers Fairness Act (recently added to Title VII), and the FEHA are the federal and state laws that protect employees affected by pregnancy, childbirth, and related medical conditions. In accordance with these laws, the City will provide reasonable accommodations to employees and qualified applicants affected by pregnancy, childbirth, or a related medical condition, unless doing so would cause undue hardship. The City will engage in timely, good faith interactive processes with employees and qualified applicants who request accommodation. It is unlawful and a violation of this Policy to deny, interfere with, or restrain an employee's rights to reasonable accommodation or to retaliate against an employee because they requested accommodation.

The federal Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act) and the California Labor Code likewise entitle nursing employees to reasonable break time and a private location to express breast milk while at work. In accordance with these laws and the City's [Lactation Accommodation Policy](#), the City will provide a reasonable amount of break time and an appropriate lactation location to employees desiring to express breast milk at work each time the employee has need to express milk.

² Administrative Regulation 96.21, City Policy for People with Disabilities: Employment, describes the disability reasonable accommodation process and consultation provided by the Human Resources Department, Reasonable Accommodations Office, which may be reached at (619) 236-5521.

7. MEDICAL AND FAMILY CARE LEAVE

The federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) allow eligible employees who have been employed with the City for at least a total of 12 months, and have actually worked at least half-time during the previous 12-month period, to request up to 12 workweeks of unpaid, job-protected leave in a 12-month period to care for themselves or a family member (child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person) because of a serious health condition, or to care for the employee's child after birth or placement for adoption or foster care. California law also allows an employee disabled by pregnancy, childbirth, or a related medical condition to request up to four months (the working days in 17 and 1/3 weeks) of additional unpaid, job-protected pregnancy disability leave per pregnancy. An employee's medical leave of absence may be extended as a reasonable accommodation under the ADA and FEHA, depending on the circumstances.

In addition, the FMLA and CFRA provide leave rights related to military service. Eligible employees are entitled to up to 12 workweeks of unpaid, job-protected leave during a 12-month period because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's covered family member in the Armed Forces. The FMLA further provides for up to 26 workweeks of unpaid, job-protected leave in a single 12-month period for an eligible employee to care for a covered family member recovering from a serious illness or injury sustained in the line of duty.

It is unlawful and a violation of this Policy to interfere with, restrain, or deny an employee's exercise or attempt to exercise any right provided under these leave laws. An employee who exercises their rights under any of these laws shall not be subject to discrimination, harassment, or retaliation.

8. CITY EMPLOYEE RECRUITMENTS

The Mayor, through the Human Resources Department, and the heads of all independent City departments will ensure that the recruitment methods and strategies for unclassified City recruitments and appointments follow this Policy. The Civil Service Commission, through the Personnel Director, will likewise ensure that the recruitment methods and strategies for all classified City recruitments follow this Policy.

9. INTERVIEWS AND SELECTIONS BY APPOINTING AUTHORITY

All interviews and selections by an appointing authority must be conducted in a non-discriminatory manner (Personnel Manual, Index Code F-1). Interview questions and selection materials must be based on job-relevant criteria and carefully designed to not discriminate or have an adverse impact on applicants based on age, ancestry, color, creed, physical or mental disability, gender, gender identity, gender expression, genetic information, marital status, medical condition, veteran or military status, national origin, pregnancy (including childbirth, breastfeeding, or related medical conditions), race, traits historically associated with race (including hair texture and protective hairstyles such as braids, locks, and twists), religion, religious belief, observance, or practice, religious creed, reproductive health decision-making, sex, sex stereotype, sexual orientation, trans-gender status or transitioning, or any other classification protected by federal, state, or local law (including being perceived or regarded as or associated with any protected classification).

10. PERFORMANCE EVALUATIONS OF MANAGERS AND SUPERVISORS

Job performance evaluations of managers and supervisors should include a review of their support of, and adherence to, this Policy.

11. ENFORCEMENT OF THE EEO POLICY

The City's procedures for consideration, investigation, and resolution of reports and complaints of potential violations of this Policy are described in Administrative Regulation 96.50 (Equal Employment Opportunity Policy and Complaint Resolution Procedures), Civil Service Rule XVI (Discrimination Complaints), and the Personnel Manual, Index Code K-2 (Non-Discrimination Policy and Complaint Procedures), and apply to all City employees, applicants, elected officials, interns, volunteers, and contract workers. To constitute a potential violation of this Policy, the alleged conduct or employment action must be based on a protected classification (e.g., race, gender, age, disability, etc.) or protected conduct under this Policy (e.g., filing an EEO complaint or requesting accommodation).

12. REPORTING A VIOLATION

Any City employee, applicant, elected official, intern, volunteer, or contract worker who believes that a violation of this Policy has occurred or is occurring should immediately bring the matter to the attention of any of the individuals or offices listed below:

- Any supervisor (it is not necessary to follow the chain of command).
- Any Department Director, Assistant Director, Deputy Director, or other department appointing authority.
- Any Human Resources staff within a department.
- Any Human Resources Department Liaison: [Human Resources Department Liaison Contact List](#).
- The City's Equal Employment Investigations Office (EEIO) in the Personnel Department, (619) 236-7133 or EEIO@sanidiego.gov.

City employees, applicants, elected officials, interns, volunteers, and contract workers may also file a complaint with the following external agencies:

- California CRD, (800) 884-1684 or <https://calcivilrights.ca.gov/>.
- U.S. Equal Employment Opportunity Commission, (800) 669-4000 or www.eeoc.gov.

Complaints to the CRD must be filed within three years of the alleged harassment, discrimination, or retaliation. If the CRD finds sufficient evidence, and efforts to resolve the dispute fail, the CRD may file a civil complaint in state or federal court on behalf of the complaining party. Complainants can also pursue a private lawsuit in civil court after the CRD issues a Right-to-Sue Notice. Civil remedies can include damages for emotional distress, backpay, reinstatement, promotion, changes in policy or practice, and attorney's fees and costs.

Manager and Supervisor Responsibilities. Managers or supervisors who receive a report or complaint of a violation of this Policy, or observe or otherwise become aware of possible discrimination, harassment, or retaliation against an employee, applicant, elected official, intern, volunteer, or contract worker, including by a third-party (e.g., a member of the

public), must immediately report the alleged conduct to their department management and the department's Human Resources Department Liaison.

Retaliation Prohibited. It is unlawful and prohibited under this Policy to retaliate against a person for reporting or filing a complaint of discrimination, harassment, or retaliation, or participating in any investigation or other proceeding under this Policy.

Confidentiality. The City will strive to protect the privacy interests of all individuals involved when responding to a report or complaint of a potential violation of this Policy. However, anonymity and complete confidentiality cannot be guaranteed once inappropriate conduct is reported or a complaint is made. While an individual's expressed desire for confidentiality will be taken into consideration, those interests must be weighed against the responsibility of the City to investigate alleged violations of this Policy and take appropriate corrective and preventive action. Information pertaining to EEO complaints will be maintained in confidence to the fullest extent permitted by law.

Administrative Regulation 96.50 EEO Violation Report Form. Individuals may report any potential violation of this Policy to a City supervisor or manager. When a report is received, the supervisor or manager receiving the report should notify their department management and the department's Human Resources Department Liaison and initiate the A.R. 96.50 EEO Violation Report Form process by completing the first section of the form and obtaining a reference tracking number from the EEIO at (619) 236-7133. The A.R. 96.50 EEO Violation Report Form may be found on the [Personnel Department's](#) CityNet website as well as attached to [Administrative Regulation 96.50](#). Departments may also obtain the form through their department management, Human Resources staff, or Payroll Specialist. The department appointing authority, in consultation with the City's EEIO, which tracks and guides the process, will determine appropriate next steps.


EEIO Internal Discrimination Complaint Form. Individuals may report any potential violation of this Policy to the EEIO and may complete and submit the EEIO Internal Discrimination Complaint Form. Upon receiving a report or complaint of a potential violation, the EEIO will follow the processes set forth in the Personnel Manual, Index Code K-2. The EEIO Internal Discrimination Complaint Form may be found on the [Personnel Department's](#) CityNet website or by contacting the EEIO at (619) 236-7133 or EEIO@sandiego.gov.

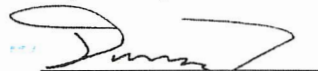
Employee Assistance Program (EAP). City employees have access to confidential emotional support, assistance, and resources to address employees' personal work-life concerns and emotional well-being, at no cost, through the City's EAP. EAP professionals are available 24/7 to discuss employee and household member concerns. For more information about the resources and services available through the EAP, go to citynet.sandiego.gov/hr/eap. The EAP can be reached at (877) 622-4327 or by visiting myCigna.com and entering Employer ID: cosd (for initial registration to log in). For emergencies, please call 911.

Through this Policy, the City seeks to ensure that all City employees, applicants, elected officials, interns, volunteers, and contract workers know of their rights and responsibilities. Every City employee, applicant, elected official, intern, volunteer, and contract worker is expected to support and adhere to the principles of EEO and the standards of conduct stated

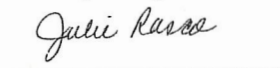
in this Policy in order to create and maintain a high-performance, professional work environment at the City, free of any and all discrimination, harassment, and retaliation.


Todd Gloria
Mayor


Mara W. Elliott
City Attorney


Douglas Edwards
Personnel Director


Eric Dargan
Chief Operating Officer


Julie Rasco
Human Resources Director


Diana Fuentes
City Clerk

SPECIAL USE PERMIT
Exhibit G – Prevailing Wage Requirements

By signing this SUP, PERMITTEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any work.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this SUP is subject to State prevailing wage laws. For construction work performed under this SUP cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this SUP cumulatively exceeding \$15,000, PERMITTEE, its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, PERMITTEE, its contractors and subcontractors shall ensure that all workers who perform work under this SUP are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. PERMITTEE, its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this SUP. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this SUP in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this SUP, each successive predetermined wage rate shall apply to this SUP on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this SUP, such wage rate shall apply to the balance of the SUP.

2. **Penalties for Violations.** PERMITTEE, its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
3. **Payroll Records.** PERMITTEE, its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. PERMITTEE shall require its contractors and subcontractors to also comply with section 1776. PERMITTEE, its contractors and subcontractors shall submit weekly certified payroll records online via CITY's web-based Labor Compliance Program. PERMITTEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to CITY. PERMITTEE, its contractors and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
4. **Apprentices.** PERMITTEE, its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. PERMITTEE shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
5. **Working Hours.** PERMITTEE, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
6. **Required Provisions for Contracts and Subcontracts.** PERMITTEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861. PERMITTEE shall ensure its contractors shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
7. **Labor Code Section 1861 Certification.** PERMITTEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this SUP, PERMITTEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this SUP.”

8. **Labor Compliance Program.** CITY has its own Labor Compliance Program authorized in August 2011 by the DIR. PERMITTEE shall withhold contract payments pursuant to the contract between PERMITTEE and PERMITTEE’s contractors or subcontractors when payroll records are delinquent or deemed inadequate by CITY or other governmental entity, or it has been established after an investigation by CITY or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego’s Equal Opportunity Contracting Department at 619-236-6000.
9. **Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
 - 9.1. A contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
 - 9.2. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
 - 9.3. By signing this SUP, PERMITTEE certifies that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and PERMITTEE shall provide proof of registration for themselves and all listed contractors and subcontractors to CITY at the time of execution of this SUP or upon request.

10. **Stop Order.** For PERMITTEE or its contractor(s) or subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor(s) or unregistered subcontractor(s) on ALL public works until the unregistered contractor(s) or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
11. **List of all Subcontractors.** CITY may ask PERMITTEE for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this SUP at any time during performance of this SUP, and PERMITTEE shall provide the list within ten (10) working days of CITY's request. PERMITTEE shall notify CITY of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on this SUP prior to said contractors or subcontractors performing work on this SUP. Additionally, PERMITTEE shall provide CITY with a complete list of all contractors or subcontractors utilized on this SUP (regardless of tier), within ten (10) working days of the completion of the work authorized by this SUP, along with their DIR registration numbers. PERMITTEE shall withhold final payment to contractor(s) until at least 30 days after this information is provided to CITY.
12. **Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. PERMITTEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:
 - 12.1. Registration. PERMITTEE and its contractors will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
 - 12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to CITY, but will not be required to be submitted online with the DIR directly. PERMITTEE will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).
 - 12.3. List of all Subcontractors. PERMITTEE and its contractors shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

SPECIAL USE PERMIT
Exhibit H – Coast Walk Trail at La Jolla Cove 2021 Plant List

Coast Walk Trail at La Jolla Cove
2021 Plant List

CNPS SD# 2021-LJ01

CALIFORNIA NATIVE PLANT SOCIETY
SAN DIEGO CHAPTER

Outreach Committee

MAY 2021

APPENDIX B

LIST

VASCULAR PLANT

ABBREVIATIONS

A = Annual	P = Perennial	Bi = Biennial	T = Tree	S =
Shrub				
H = Herbaceous	F = Fern	Br = Bryophyte	Su = Succulent	G =
Grass				
GH = Grasslike Herb	E = Evergreen	Aq = Aquatic	D = Deciduous / dormant	Nat =
Native				

Pioneer Plant = A native plant that tolerates disturbance, nutrient deficient soils, and does not require addition maintenance than watering.

Extended Color = Flowering period may be extended with additional watering or is longer than a typical 8-10 week blooming period. For succulents and evergreens, the color would refer to year round green (non dormant).

Slope Stabilization = Offers a shallow network of roots or rhizomes that slow erosion and hold existing soil in place compared to bare.

Spines / Volatile oils = Pointed spines can cause hazard with careless behavior. Plant away from legal trails, but may deter use of illegal trails.

Seed Source = Species can be found easily and purchased as seed and broadcast for a natural "wild" growth and coverage distribution.

<u>FAMILY/</u> <u>SCIENTIFIC NAME</u>	<u>COMMON</u> <u>FAMILY /</u> <u>NAMES</u>	<u>Type</u>	<u>Pioneer</u> <u>Plant</u>	<u>Extended</u> <u>Color</u>	<u>Slope</u> <u>Stabilization</u>	<u>Spines /</u> <u>Volatile</u> <u>oils</u>	<u>Seed</u> <u>source</u>	<u>CA</u> <u>Nat</u>	<u>SOURCE</u>
<u>ADOXACEAE</u>									
<u>Moschatel Family</u>									
<i>Sambucus nigra ssp caerulea</i>	Blue elderberry	T / S	X	D	X			Y	
<u>AGAVACEAE</u>									
<u>Agave Family</u>									
<i>Agave shawii var shawii</i>	Shaw's agave	SuS	X	X	X	X		Y	
<i>Chlorogalum pomeridianum</i>	Common soaproot	PH		D			X	Y	
<i>Hesperoyucca whipplei</i>	Chaparral yucca	Su S	X	X					
<i>Yucca schidigera</i>	Mojave yucca	SuS	X	X	X	X	X	Y	
<u>ALLIACEAE</u>									
<u>Onion Family</u>									
<i>Allium haematociton</i>	Red skin Onion	PH		D			X	Y	
<i>Allium praecox</i>	Early Onion	PH		D			X	Y	
<u>ANACARDIACEAE</u>									
<u>Sumac Family</u>									
<i>Malosma laurina</i>	Laurel sumac	T	X	X	X	x		Y	
<i>Rhus integrifolia</i>	Lemonadeberry	S	X	X	X	x	X	Y	
<i>Toxicodendron diversilobum</i>	Poison oak	PH	X		X	X		Y	

<u>APIACEAE</u>		<u>Celery Family</u>							
<i>Daucus pusillus</i>	Wild carrot	AH	X				X	Y	
<u>FAMILY/ SCIENTIFIC NAME</u>	<u>COMMON FAMILY / NAMES</u>	<u>Type</u>	<u>Pioneer Plant</u>	<u>Extended Color</u>	<u>Slope Stabilization</u>	<u>Spines / Volatile oils</u>	<u>Seed source</u>	<u>CANat</u>	<u>SOURCE</u>
<u>ASTERACEAE</u>		<u>Sunflower Family</u>							
<i>Achillea millefolium</i>	Yarrow	PH	X		X		X	Y	
<i>Ambrosia chamissonis</i>	Silver beachweed	PH	X		X			Y	
<i>Artemisia californica</i>	California sagebrush	S	X		X		X	Y	
<i>Artemisia douglasiana</i>	California mugwort	PH	RIPARIAN					Y	
<i>Artemisia palmeri</i>	San Diego sagewort	S	RIPARIAN					Y	
<i>Asclepias fascicularis</i>	Narrow leaf milkweed	PH		D			X	Y	
<i>Baccharis pilularis</i>	Coyote brush	S	X	X	X			Y	
<i>Baccharis salisifolia</i>	Mule fat	S	RIPARIAN					Y	
<i>Baccharis sarothroides</i>	Broom baccharis	S						Y	
<i>Bahiopsis laciniata</i>	San Diego viguiera	S	X	X			X	Y	
<i>Berberis pinnata</i>	Shiny leaf mahonia	S				X		Y	
<i>Bidens laevis</i>	Bur marigold	PH	RIPARIAN	FALL				Y	
<i>Brickellia californica</i>	California brickiella	PH						Y	
<i>Chaenactis glabriuscula</i>	Yellow chaenactis	AH	X				X	Y	
<i>Constancea nevinii</i>	Woolly sunflower	S	X	X	X			Y	
<i>Corethrogyne filaginifolia</i>	Common sandaster	PH	X	D				Y	
<i>Deinandra fasciculata</i>	Fascicled arplant	AH	X				X	Y	
<i>Deinandra paniculata</i>	Paniculate tarplant	AH	X				X	Y	
<i>Encelia californica</i>	California sunflower	S	X	D			X	Y	

<i>Ericameria pinifolia</i>	Pine bush	S						Y	
<i>Eriophyllum confertiflorum</i>	Yellow yarrow	PH		X	X			Y	
<i>Grindelia camporum</i>	Common gumplant	PH	X		X			Y	
<i>Grindelia hirsutula</i>	Hairy Gumweed	PH	X					Y	
<i>Grindelia stricta</i> var <i>platyphylla</i>	Pacific gumplant	PH	X	X	X			Y	
<i>Hazardia squarrosa</i> var <i>grindelioides</i>	Saw toothed goldenbush	S	X	FALL	X		X	Y	
<i>Helianthus annuus</i>	Common sunflower	AH	X				X	Y	
<i>Heterotheca grandiflora</i>	Telegraph weed	AH	X	X			X	Y	
<i>Iva hayesiana</i>	San Diego marsh elder	PH	RIPARIAN		X			Y	
<u>FAMILY/ SCIENTIFIC NAME</u>	<u>COMMON FAMILY / NAMES</u>	<u>Type</u>	<u>Pioneer Plant</u>	<u>Extended Color</u>	<u>Slope Stabilization</u>	<u>Spines / Volatile oils</u>	<u>Seed source</u>	CANat	SOURCE
<u>ASTERACEAE</u>	<u>Sunflower Family (cont'd)</u>								
<i>Isocoma menziesii</i>	Menzie's goldenbush	S	X	X	X		X	Y	
<i>Lasthenia californica</i>	California goldfields	AH					X	Y	
<i>Lasthenia coronaria</i>	Royal goldfields	AH					X	Y	
<i>Layia platyglossa</i>	Tidy tips	AH	X				X	Y	
<i>Leptosyne gigantea</i>	Giant coreopsis	S	X	D				Y	
<i>Leptosyne maritima</i>	Sea dahlia	PH	X				X	Y	
<i>Perityle emoryi</i>	Emory's rock daisy	AH	X				X	Y	
<i>Pluchea odorata</i>	Salt marsh fleabane	PH	RIPARIAN					Y	
<i>Pluchea sericea</i>	Arrow weed	S	RIPARIAN					Y	
<i>Pseudognaphalium beneolens</i>	Cudweed	PH	X					Y	
<i>Pseudognaphalium bioletti</i>	Two color rabbit tobacco	PH						Y	
<i>Pseudognaphalium californicum</i>	Ladies tobacco	PH						Y	

<i>Pseudognaphalium microcephalum</i>	Wright's cudweed	PH	X					Y	
<i>Pseudognaphalium stramineum</i>	Cottonbatting plant	PH	X		X			Y	
<i>Senecio flaccidus var douglasii</i>	Bush senecio	S	X	X				Y	
<i>Solidago velutina ssp californica</i>	California goldenrod	PH	RIPARIAN	X				Y	
<i>Symphyotrichum (Aster) chilense</i>	California aster	PH	X	X	X			Y	
<i>Uropappus lindleyi</i>	Silver puffs	AH	X				X	Y	
<i>Venegasia carpesioides</i>	Canyon sunflower	PH	X					Y	
<u>BLECHNACEAE</u>	<u>Chain fern Family</u>								
<i>Woodwardia fimbriata</i>	Western chain fern	F	RIPARIAN	X				Y	
<u>BORAGINACEAE</u>	<u>Borage Family</u>								
<i>Amsinckia intermedia</i>	Common fiddleneck	AH	X				X	Y	
<i>Amsinckia menziesii</i>	Menzie's fiddleneck	AH	X				X	Y	
<i>Eriodictyon crassifolium</i>	Thick yerba santa	S		D	X				
<i>Eucrypta chysanthemifolia</i>	Spotted eucrypta	AH					X	Y	
<i>Heliotropium curassavicum</i>	Salt heliotrope	PH						Y	
<u>FAMILY/ SCIENTIFIC NAME</u>	<u>COMMON FAMILY / NAMES</u>	<u>Type</u>	<u>Pioneer Plant</u>	<u>Extended Color</u>	<u>Slope Stabilization</u>	<u>Spines / Volatile oils</u>	<u>Seed source</u>	<u>CANat</u>	<u>SOURCE</u>
<u>BORAGINACEAE</u>	<u>Borage Family (cont'd)</u>								
<i>Nemophila menziesii</i>	Baby blue eyes	AH					X	Y	
<i>Phacelia cicutaria</i>	Caterpillar phacelia	AH	X				X	Y	
<i>Phacelia distans</i>	Common phacelia	AH	X				X	Y	
<i>Phacelia grandiflora</i>	Giant flowered phacelia	AH					X	Y	
<i>Phacelia parryi</i>	Parry's phacelia	AH	X				X	Y	
<i>Phacelia ramosissima</i>	Branching phacelia	PH	X				X	Y	
<i>Phacelia viscida</i>	Sticky phacelia	AH					X	Y	

<u>BRASSICAEAE</u>		<u>Mustard Family</u>							
<i>Erysimum capitatum</i>	Wallflower	PH	X					Y	
<i>Lepidium nitidum</i>	Shining pepper grass	AH	X				X	Y	
<i>Nasturtium officinale</i>	Watercress	PH	RIPARIAN					Y	Aq
<u>CACTACEAE</u>		<u>Cactus Family</u>							
<i>Bergerocactus emoryi</i>	Golden spine cactus	SuS	X		X	X		Y	
<i>Cylindropuntia prolifera</i>	Coastal cholla	SuS	X		X	X		Y	
<i>Ferocactus viridescens</i>	San Diego barrel cactus	SuS	X			X	X	Y	
<i>Mammillaria diocia</i>	Fish hook cactus	SuS				X	X	Y	
<u>CAPRIFOLIACEAE</u>		<u>Honeysuckle Family</u>							
<i>Lonicera hispidula</i>	Pink honeysuckle	S / V	X		X			Y	
<i>Lonicera subspicata var denudata</i>	Chaparral honeysuckle	S	X		X			Y	
<u>CARYOPHYLLACEAE</u>		<u>Pink Family</u>							
<i>Cardionema ramosissimum</i>	Sand mat	PH	X		X		X	Y	
<i>Silene laciniata</i>	Cardinal catchfly	PH						Y	
<u>CHENOPODIACEAE</u>		<u>Goosefoot Family</u>							
<i>Atriplex canescens</i>	Hoary saltbush	S	X					Y	
<i>Atriplex lentiformis</i>	Big saltbush	S	X					Y	
<i>Atriplex leucophylla</i>	Sea scale	PH			X		X	Y	
<i>Atriplex watsonii</i>	Watson's saltbush	PH	X					Y	
<u>FAMILY/ SCIENTIFIC NAME</u>	<u>COMMON FAMILY / NAMES</u>	<u>Type</u>	<u>Pioneer Plant</u>	<u>Extended Color</u>	<u>Slope Stabilization</u>	<u>Spines / Volatile oils</u>	<u>Seed source</u>	CANat	SOURCE
<u>CLEOMACEAE</u>		<u>Spider Flower Family</u>							
<i>Peritoma arborea</i>	Bladderpod	S	X	X	X			Y	
<u>CONVOLVULACEAE</u>		<u>Morning Glory Family</u>							
<i>Calystegia macrostegia ssp intermedia</i>	South Coast morning glory	PH / V	X	D			X	Y	

<i>Convolvulus soldanella</i>	Beach morningglory	PH			X			Y	
<i>Dichondra occidentalis</i>	Western dichondra	PH			X			Y	
<u>CRASSULACEAE</u>	<u>Stonecrop Family</u>								
<i>Dudleya edulis</i>	Fingertips dudleya	SuH	X		X		X	Y	
<i>Dudleya lanceolata</i>	Lance leaf dudleya	SuH	X				X	Y	
<i>Dudleya pulverulenta</i>	Chalk Dudleya	SuH	X				X	Y	
<u>CUCURBITACEAE</u>	<u>Gourd Family</u>								
<i>Cucurbita foetidissima</i>	Missouri gourd	V	X		X			Y	
<i>Marah macrocarpa</i>	Wild cucumber	V					X	Y	
<u>CYPERACEAE</u>	<u>Sedge Family</u>								
<i>Carex pansa</i>	Sand dune sedge	PGH	X	X	X			Y	
<i>Carex praegracilis</i>	Field sedge	PGH	X	X	X			Y	
<i>Carex spissa</i>	San Diego sedge	PGH	X	X	X			Y	
<i>Carex tumulicola</i>	Split awn sedge	PGH	X	X	X			Y	
<i>Cyperus eragrostis</i>	Tall cyperus	PGH	RIPARIAN	X				Y	
<u>ERICACEAE</u>	<u>Heath Family</u>								
<i>Arctostaphylos catalinae</i>	Catalina Island manzanita	S		X	X			Y	
<i>Arctostaphylos confertiflora</i>	Santa Rosa Island manzanita	S		X	X			Y	
<i>Arctostaphylos glandulosa crassifolia</i>	Del Mar manzanita	S	X	X	X			Y	
<i>Arctostaphylos insularis</i>	Island manzanita	T / S	X	X	X			Y	
<i>Arctostaphylos viridissima</i>	Mcminn manzanita	S		X	X			Y	
<i>Comarostaphylis diversifolia</i>	Summer holly	S		X	X			Y	
<i>Xylococcus bicolor</i>	Mission manzanita	S	X	X	X			Y	
<u>FAMILY/ SCIENTIFIC NAME</u>	<u>COMMON FAMILY / NAMES</u>	<u>Type</u>	<u>Pioneer Plant</u>	<u>Extended Color</u>	<u>Slope Stabilization</u>	<u>Spines/ Volatile oils</u>	<u>Seed source</u>	CANat	SOURCE

<u>EUPHORBIACEAE</u>	<u>Spurge Family</u>								
<i>Croton californicus</i>	California croton	PH						Y	
<i>Euphorbia misera</i>	Cliff spurge	S	X		X			Y	
<u>FABACEAE</u>	<u>Pea Family</u>								
<i>Acmispon glaber</i> var <i>glaber</i>	Deerweed	S	X	X	X		X	Y	
<i>Acmispon americanus</i>	American bird's foot	AH	X				X	Y	
<i>Acmispon maritimus</i>	Coastal lotus	AH						Y	
<i>Acmispon strigosus</i>	Strigose lotus	AH					X	Y	
<i>Amorpha fruticosa</i>	Western false indigo	S	RIPARIAN	D	X		X	Y	
<i>Astragalus trichopodus</i> var <i>lonchus</i>	Southern California milkvetch	PH	X				X	Y	
<i>Lathyrus vestitus</i>	Hillside pea	PH					X	Y	
<i>Lupinus albifrons</i> var <i>albifrons</i>	Silver bush lupine	S						Y	
<i>Lupinus bicolor</i>	Miniature lupine	PH	X				X	Y	
<i>Lupinus concinnus</i>	Bajada lupine	AH					X	Y	
<i>Lupinus hirsutissimus</i>	Stinging lupine	AH	X			X	X	Y	
<i>Lupinus microcarpus</i>	Chick lupine	AH					X	Y	
<i>Lupinus sparsiflorus</i>	Coulter's lupine	AH					X	Y	
<i>Lupinus succulentus</i>	Arroyo lupine	AH					X	Y	
<i>Lupinus truncatus</i>	Blunt leaf lupine	AH					X	Y	
<i>Trifolium albopurpureum</i>	Ranch clover	AH	X					Y	
<i>Trifolium gracilentum</i>	Pin point clover	AH						Y	
<i>Trifolium fucatum</i>	Bull clover	AH						Y	
<i>Trifolium microcephalum</i>	Small head clover	AH	X		X		X	Y	
<i>Trifolium willdenovii</i>	Tomcat clover	AH	X				X	Y	
<i>Vicia americana</i>	American vetch	V	X	X	X		X	Y	
<u>FAGACEAE</u>	<u>Oak Family</u>								
<i>Quercus agrifolia</i> var <i>agrifolia</i>	Coast live oak	T	X	EVG	X		X	Y	

<i>Quercus dumosa</i>	Nuttall's scrub oak	S						Y	
<i>Quercus berberidifolia</i>	Inland scrub oak	T / S	X					Y	
<i>Quercus tomentella</i>	Island oak	T	X					Y	
<u>FAMILY/</u> <u>SCIENTIFIC NAME</u>	<u>COMMON</u> <u>FAMILY /</u> <u>NAMES</u>	<u>Type</u>	<u>Pioneer</u> <u>Plant</u>	<u>Extended</u> <u>Color</u>	<u>Slope</u> <u>Stabilization</u>	<u>Spines /</u> <u>Volatile</u> <u>oils</u>	<u>Seed</u> <u>source</u>	CANat	SOURCE
<u>FRANKANIACEAE</u>	<u>Sea Heath Family</u>								
<i>Frankenia salina</i>	Alkali heath	PH			X			Y	
<u>GARRYACEAE</u>	<u>Silktassel Family</u>								
<i>Garrya elliptica</i>	Coast silk tassel	T / S		X	X			Y	
<u>GROSSULARIACEAE</u>	<u>Currant Family</u>								
<i>Ribes malvaceum</i>	Chaparral currant	S	X		X			Y	
<i>Ribes speciosum</i>	Fuchsia flowered gooseberry	S			X			Y	
<i>Ribes viburnifolium</i>	Catalina currant	S	X		X			Y	
<u>IRIDACEAE</u>	<u>Iris Family</u>								
<i>Sisyrinchium bellum</i>	Blue eyed grass	PH					X	Y	
<u>JUNCACEAE</u>	<u>Rush Family</u>								
<i>Juncus acutus ssp leopoldii</i>	Wire grass	PGH	RIPARIAN					Y	
<i>Juncus bufonius</i>	Common toad rush	AGH	RIPARIAN					Y	
<i>Juncus mexicanus</i>	Mexican rush	PGH	RIPARIAN					Y	
<i>Juncus xiphioides</i>	Iris leaved rush	PGH	RIPARIAN					Y	
<u>LAMIACEAE</u>	<u>Sage Family</u>								
<i>Salvia apiana</i>	White sage	S	X		X		X	Y	
<i>Salvia brandegeei</i>	Brandegee's sage	S	X					Y	
<i>Salvia clevelandii</i>	Cleveland sage	S	X		X		X	Y	
<i>Salvia columbariae</i>	Chia sage	AH	X				X	Y	
<i>Salvia mellifera</i>	Black Sage	S	X		X		X	Y	

<i>Salvia spathacea</i>	Hummingbird sage	PH	X		X		X	Y	
<u>MALVACEAE</u>	<u>Mallow Family</u>								
<i>Lavatera (Malva) assurgentiflora</i>	Island tree mallow	S	X	X				Y	
<i>Malacothamnus fasciculatus</i>	Chaparral mallow	S	X					Y	
<i>Malvella leprosa</i>	Alkali mallow	PH	X					Y	
<i>Sidalcea malviflora</i>	Wild hollyhock	PH						Y	
<u>FAMILY/SCIENTIFIC NAME</u>	<u>COMMON FAMILY / NAMES</u>	<u>Type</u>	<u>Pioneer Plant</u>	<u>Extended Color</u>	<u>Slope Stabilization</u>	<u>Spines / Volatile oils</u>	<u>Seed source</u>	CANat	SOURCE
<u>MONTIACEAE</u>	<u>Miner's Lettuce Family</u>								
<i>Calandrinia menziesii</i>	Red maids	AH	X					Y	
<i>Claytonia perfoliata</i>	Southern miner's lettuce	AH	X					Y	
<u>NYCTAGINACEAE</u>	<u>Four O' Clock Family</u>								
<i>Abronia maritima</i>	Sticky sand verbena	PH	X	D				Y	
<i>Abronia umbellata</i>	Beach sand verbena	PH	X	D				Y	
<i>Mirabilis laevis</i>	Wishbone Bush	PH	X	D	X		X	Y	
<u>ONAGRACEAE</u>	<u>Primrose Family</u>								
<i>Camissoniopsis bistorta</i>	California sun cup	AH					X	Y	
<i>Camissoniopsis cheiranthifolia</i>	Beach evening primrose	PH	X		X		X	Y	
<i>Clarkia purpurea</i>	Purple clarkia	AH	X				X	Y	
<i>Epilobium canum</i>	California fuchsia	PH	X	FALL	X		X	Y	
<i>Epilobium ciliatum</i>	Willow herb	PH	RIPARIAN				X	Y	
<i>Eulobus californicus</i>	California primrose	AH						Y	
<i>Oenothera elata ssp hirsutissima</i>	Hairy Evening primrose	PH	X	X	X		X	Y	
<u>PAPAVERACEAE</u>	<u>Poppy Family</u>								
<i>Dendromecon harfordii</i>	Island tree poppy	S		X				Y	

<i>Dendromecon rigida</i>	Bush poppy	S						Y	
<i>Eschscholzia californica</i>	California poppy	AH	X		X		X	Y	
<i>Platystemon californicus</i>	Cream cups	AH						Y	
<i>Romneya coulteri</i>	Coulter's matilija poppy	PH	X		X			Y	
<u>PHRYMACEAE</u>	<u>Lopseed Family</u>								
<i>Diplacus puniceus</i>	San Diego monkeyflower	S	X	X	X		X	Y	
<u>PINACEAE</u>	<u>Pine Family</u>								
<i>Pinus torreyana</i>	Torrey pine	T	X		X			Y	
<u>FAMILY/ SCIENTIFIC NAME</u>	<u>COMMON FAMILY / NAMES</u>	<u>Type</u>	<u>Pioneer Plant</u>	<u>Extended Color</u>	<u>Slope Stabilization</u>	<u>Spines / Volatile oils</u>	<u>Seed source</u>	<u>CANat</u>	<u>SOURCE</u>
<u>PLANTAGINACEAE</u>	<u>Plantain Family</u>								
<i>Antirrhinum nuttallianum</i>	Nuttall's snapdragon	PH	X				X	Y	
<i>Collinsia heterophylla</i>	Purple collinsia	AH					X	Y	
<i>Gambelia speciosa</i>	Showy Island snapdragon	S	X	X	X			Y	
<i>Keckiella cordifolia</i>	Heart leaved bush penstemon	S	RIPARIAN		X			Y	
<i>Nuttallanthus texanus</i>	Blue toadflax	AH	x					Y	
<i>Plantago erecta</i>	Foothill plantain	AH	x	x		x		Y	
<u>PLATANACEAE</u>	<u>Sycamore Family</u>								
<i>Platanus racemosa</i>	California sycamore	T	RIPARIAN		X			Y	
<u>PLUMBAGINACEAE</u>	<u>Plumbago Family</u>								
<i>Armeria maritima</i>	Sea thrift	PH	X					Y	
<u>POACEAE</u>	<u>True Grass Family</u>								
<i>Bothriochloa barbinodis</i>	Beard grass	PG	X		X			Y	
<i>Distichlis littoralis</i>	Shore grass	PG	X		X			Y	

<i>Distichlis spicata</i>	Saltgrass	PG	X		X			Y	
<i>Elymus condensatus</i>	Giant wild rye	PG	X		X			Y	
<i>Elymus glaucus</i>	Blue wild rye	PG	X		X			Y	
<i>Koeleria macrantha</i>	June grass	PG	X		X			Y	
<i>Melica imperfecta</i>	Coast range melic	PG	X		X		X	Y	
<i>Poa secunda</i>	Pine bluegrass	PG	X		X			Y	
<i>Stipa cernua</i>	Nodding needlegrass	PG	X		X		X	Y	
<i>Stipa coronata</i>	Crested needle grass	PG	X		X			Y	
<i>Stipa lepida</i>	Foothill needle grass	PG	X		X		X	Y	
<i>Stipa pulchra</i>	Purple needle grass	PG	X		X		X	Y	
<u>POLYGONACEAE</u>	<u>Buckwheat Family</u>								
<i>Eriogonum arborescens</i>	Santa Cruz buckwheat	S	X	X	X			Y	
<i>Eriogonum cinereum</i>	Coastal buckwheat	S	X		X		X	Y	
<i>Eriogonum fasciculatum</i> <i>var fasciculatum</i>	Coastal California buckwheat	S	X	X	X		X	Y	
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<u>POLYGONACEAE</u>	<u>Buckwheat Family (Cont'd)</u>								
<i>Eriogonum elongatum</i> <i>var elongatum</i>	Long stemmed buckwheat	PH	X					Y	
<i>Eriogonum giganteum</i>	St. Catherine's lace	S	X	X	X			Y	
<i>Eriogonum grande</i> <i>var grande</i>	Island buckwheat	PH	X		X			Y	
<i>Eriogonum grande</i> <i>var rubescens</i>	Island buckwheat	PH	X	X	X		X	Y	
<i>Eriogonum parvifolium</i>	Sea cliff buckwheat	S	X	X	X		X	Y	
<u>RHAMNACEAE</u>	<u>Buckthorn Family</u>								
<i>Adolphia californica</i>	California adolphia	S						Y	
<i>Ceanothus arboreus</i>	Island ceanothus	S						Y	

<i>Ceanothus tomentosus</i>	Woolly leaf ceanothus	S	X				X	Y	
<i>Ceanothus verrucosus</i>	White coast ceanothus	S	X				X	Y	
<i>Rhamnus crocea</i>	Spiny redberry	S	X				X	Y	
<i>Rhamnus ilicifolia</i>	Evergreen redberry	S						Y	
<i>Rhamnus pirifolia</i>	Island redberry	T / S	X					Y	
<u>ROSACEAE</u>	<u>Rose Family</u>								
<i>Adenostoma fasciculatum</i>	Chamise	S	X		X		X	Y	
<i>Cercocarpus betuloides</i> <i>var blanchae</i>	Mountain mahogany	S	X		X			Y	
<i>Cercocarpus betuloides</i> <i>var minutiflorus</i>	San Diego mountain mahogany	T / S	X		X			Y	
<i>Cercocarpus traskiae</i>	Catalina mountain mahogany	S	X		X			Y	
<i>Heteromeles arbutifolia</i>	Toyon	S	X	X	X		X	Y	
<i>Holodiscus discolor</i>	Oceanspray	S	X		X			Y	
<i>Lyonothamnus floribundus</i>	Island ironwood	T	X	X	X			Y	
<i>Prunus ilicifolia</i> ssp <i>lyonii</i>	Island cherry	T / S	X				X	Y	
<i>Rosa californica</i>	California wild rose	PH	RIPARIAN				X	Y	
<u>RUBIACEAE</u>	<u>Madder Family</u>								
<i>Galium augustifolium</i>	Narrow leaf bedstraw	PH	X		X			Y	
<u>FAMILY/</u> <u>SCIENTIFIC NAME</u>	<u>COMMON</u> <u>FAMILY /</u> <u>NAMES</u>	<u>Type</u>	<u>Pioneer</u> <u>Plant</u>	<u>Extended</u> <u>Color</u>	<u>Slope</u> <u>Stabilization</u>	<u>Spines /</u> <u>Volatile</u> <u>oils</u>	<u>Seed</u> <u>source</u>	CANat	SOURCE
<u>RUTACEAE</u>	<u>Citrus Family</u>								
<i>Cneoridium dumosum</i>	Bushrue	S	X		X	X	X	Y	
<u>SALICACEAE</u>	<u>Willow Family</u>								
<i>Populus fremontii</i>	Fremont cottonwood	T	RIPARIAN		X			Y	
<i>Salix exigua</i>	Narrow leaf willow	T / S	RIPARIAN		X			Y	
<i>Salix gooddingii</i>	Black willow	T	RIPARIAN		X			Y	

<i>Salix laevigata</i>	Red willow	T	RIPARIAN		X			Y	
<i>Salix lasiolepis</i>	Arroyo willow	T / S	RIPARIAN		X			Y	
<u>SCROPHULARIACEAE</u>	<u>Figwort Family</u>								
<i>Scrophularia californica</i>	California bee plant	PH	X		X		X	Y	
<u>SIMMONDSIACEAE</u>	<u>Jojoba Family</u>								
<i>Simmondsia chinensis</i>	Jojoba	S	X		X			Y	
<u>SOLANACEAE</u>	<u>Nightshade Family</u>								
<i>Datura wrightii</i>	Jimsonweed	PH	X	D	X			Y	
<i>Lycium andersonii</i>	Anderson's lycium	S	X		X			Y	
<i>Lycium californicum</i>	California boxthorn	S	X		X			Y	
<i>Solanum clokeyi</i>	Island nightshade	PH						Y	
<i>Solanum douglasii</i>	Douglas' nightshade	PH						Y	
<i>Solanum umbelliferum</i>	Blue witch	PH						Y	
<u>VERBENACEAE</u>	<u>Verbena Family</u>								
<i>Verbena lasiostachys</i>	Vervain	PH						Y	
<u>VITACEAE</u>	<u>Grape Family</u>								
<i>Vitis girdiana</i>	Southern California Grapevine	V	X					Y	



Date of Notice: August 5, 2025

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION

CITY PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Special Use Permit with the La Jolla Coastal Conservancy

COMMUNITY PLAN AREA: La Jolla

COUNCIL DISTRICT: 1

LOCATION: City-owned real property collectively referred to as Coast Walk Trail, Scripps Park, Children's Pool, Whale View Point & Cuvier Park, and South Casa Beach & Wipeout Beach (Attachment 1)

PROJECT DESCRIPTION: Approval of a non-exclusive Special Use Permit (SUP) with the La Jolla Coastal Conservancy, a nonprofit 501(c)(3) corporation (Permittee), to support the City of San Diego (City) Parks and Recreation Department with preserving, maintaining, and enhancing existing shoreline parks, beach access, undeveloped paper street, and trails above the City's current level of service, including minor fundraising activities and Special Events, at Coast Walk Trail, Scripps Park, Children's Pool, Whale View Point & Cuvier Park, and South Casa Beach & Wipeout Beach (Premises; Attachment 1). The Permit Use includes the following maintenance activities:

- General nonnative and native vegetation management (non-irrigated) (i.e., weeding)
- Native plant management (irrigated) (i.e., planting native plants as identified in the SUP)
- Lawn/grass general maintenance (i.e., mowing, edging, aerating, adding nutrients)
- Tree trimming
- Bluff management – general nonnative management (coast scapes) and erosion control (i.e., weeding and installing erosion control Best Management Practices (BMPs))
- Trail surface cleanup and minor resurfacing (i.e., replacing small sections of decomposed granite)
- Staining/painting existing benches, post and chain fence, white painted fences, Belvederes, and similar structures/improvements
- Minor fence and barrier repairs (i.e., minor repairs to existing fence and barriers, such as replacing damaged or missing cable or sections of fence post) including repairs to damaged post and chain fence, white painted fences, and similar barriers located between public right-of-way and coastal bluff

The SUP also authorizes the Permittee to repair or replace amenities, improvements, and infrastructure on the Premises (Minor Projects):

Coast Walk Trail

- Repair or replace retaining wall across from 1535 Coast Walk.
- Repair or replace failing bridge gabion.
- Repair or replace retaining walls below 1449 Coast Walk.
- Repair, replace, or install new benches and concrete bench pads/footings.

Scripps Park

- Repair, replace, or install new safety fencing and barriers.
- Repair or relocate Belvedere.
- Repair or replace La Jolla Cove east and west stairs.
- Repair or replace Boomer/Point La Jolla sea wall.
- Scripps lawn landscape and development design.
- Repair or replace Shell beach stairs.
- Repair or widen/expand Coast Boulevard sidewalk.
- Repair, replace, or install new benches and concrete bench pads/footings.

Children's Pool

- Repair, replace, or install new safety fencing and barriers.
- Repair or replace sea wall.
- Repair or relocate Belvedere.
- Repair, replace, or install new benches and concrete bench pads/footings.

South Casa Beach & Wipeout Beach

- Repair, replace, or install new safety fencing and barriers.
- Repair or replace cobble retaining wall.
- Repair or replace South Casa Beach bluff/stairs.
- Repair or replace Wipeout Beach stairs.
- Repair, replace, or install new benches and concrete bench pads/footings.

Whale View Point & Cuiver Park

- Repair or replace Whale View Point stairs.
- Repair, replace, or install new safety fencing and barriers.
- Repair, replace, or install new benches and concrete bench pads/footings.

Permittee may sublicense parts of the Premises for commercial activities or program, services, or activities consistent with the Permit Use with City's prior written consent.

All maintenance activities, projects, events, and programs will be conducted in coordination with City staff. Permittee must obtain all required permits and approvals related to the Permit Use from the City and applicable local, state, and federal authorities, including right-of-entry permits and/or other necessary permits required for the performance of work by the Permittee or third-party contractors. Permittee shall contact the City a minimum of five working days prior to the commencement of a Minor Project and invite the City to a pre-construction meeting to establish points of contact, define means and methods of the Minor Project, and coordinate Permittee's work schedule with scheduled activities and Parks and Recreation Department operations in and adjacent to the Premises. Permittee will request and receive written authorization from the City prior to undertaking any maintenance activities to historically designated structures listed in Table 3 of the SUP; and for the removal of any trees or shrubs at Scripps Park which are identified as contributing resources to the La Jolla Park Coastal Historic District. Permittee shall conduct a final walkthrough with the City Contact, including City Historical Resources staff for work performed on historically designated structures listed in Table 3 of the SUP, to review and inspect the Minor Project for

compliance with this SUP and with Parks and Recreation Department standards. Permittee shall not change the surface grade or construct any permanent barriers within the Premises without prior written approval from the City. Permittee shall not use any portion of the Premises or any other City-owned property for staging or overnight storage unless Permittee has received prior written approval from the City. City may at all times enter and inspect the Premises, without prior notice to Permittee. A Premises inspection will be conducted by City at least once a year or as needed to verify City's maintenance standards are being met.

The Permittee is responsible, at Permittee's sole cost and expense, for the repair or replacement of any damage caused by the Permittee or by Permittee's use, maintenance, installations, or improvements of the Premises, including items that City staff determine to be damaged. Permittee shall comply with the direction of the City with respect to the method of any repairs or replacement arising under this SUP. Permittee shall not make or cause any improvements, installations, repairs, changes, or alterations to the Premises or to any improvements or installations other than those identified in the SUP, without prior written approval of the City. Under no circumstances will the Permittee place, store, or allow temporary or permanent structures of any kind on the Premises without the prior written approval of City and obtaining all permits required by the applicable governmental entities.

As-needed stormwater construction Best Management Practices (BMPs) to prevent non-stormwater discharges from entering the City's stormwater conveyance system will be implemented pursuant San Diego Municipal Code (SDMC) Section 43.0307. The Permittee will comply with the noise level limits and construction time restrictions identified in SDMC Section 59.5.0404. In the event that any historic sidewalk stamps, street signs, lampposts, street trees, and/or other hardscape and cultural landscape elements are identified prior to commencement of a Minor Project, the Permittee would be required to protect and preserve these historical resources per Policy HP-A.5 of the City's General Plan Historic Preservation Element and SDMC Section 142.0670(a)(1).

Activities undertaken by the Permittee within the Premises will be conducted in accordance with the City's Land Development Code, Land Development Manual, Historical Resources Guidelines, Stormwater Standards Manual; and other standards and guidelines including, but not limited to, the latest edition of the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings; Park and Recreation Department's Consultant's Guide to Park Design and Development; the Standard Specifications for Public Works Construction (i.e., The "GREENBOOK") 2021 Edition; the City's Standard Specifications for Public Works Construction (i.e., "The WHITEBOOK") 2021 Edition; and any applicable technical or informational bulletins published by the City's Development Services Department (DSD).

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), 15304 (Minor Alterations to Land), 15323 (Normal Operation of Facilities for Public Gathering), and 15331 (Historical Resource Restoration/Rehabilitation)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee.

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which exempts the operation, repair, maintenance, permitting, leasing, licensing,

or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; 15302 (Replacement or Reconstruction) which exempts the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced; Section 15304 (Minor Alterations to Land) which exempts minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes; Section 15323 (Normal Operation of Facilities for Public Gathering) which exempts the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose; and Section 15331 (Historical Resource Restoration/Rehabilitation) which exempts projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings. The exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

As to the exception for historical resources, the project is in the La Jolla Park Coastal Historic District, which is a designated historic district on the National Register of Historic Places, and activities permitted under the SUP could potentially impact designated historical resources within the Premises. City Historical Resources staff reviewed the proposed SUP and determined the proposed activities would not result in a significant impact to historical resources. Future Minor Projects and maintenance activities with the potential to impact historical resources identified in Table 3 of the SUP, or that involve the removal of any trees or shrubs within Scripps Park which are identified as contributing resources to the La Jolla Park Coastal Historic District, would be reviewed by City Staff for conformance with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings. The scope of work for this project has been reviewed by City Historic Staff who have determined that the proposed improvements would conform with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties. As stated above, the Permittee is required to obtain all required permits and approvals related to the Permit Use from the City and applicable local, state, and federal authorities for the performance of work by the Permittee or third-party contractors. Therefore, the proposed project will not result in a significant impact to historical resources, and the exception to the exemption does not apply. Pursuant to CEQA Guidelines Section 15352(a), approval of this SUP does not constitute approval of any future project(s) or Special Events for which subsequent discretionary permits may be required. Future activities under this SUP which may require subsequent discretionary permits will be subject to environmental review at a future date in accordance with the City's Land Development Code, the City's special event permitting process, and CEQA Guidelines Section 15004, which provides direction to lead agencies on the appropriate timing for environmental review.

CITY CONTACT: Mayra Medel, Senior Planner, Parks & Recreation Department

MAILING ADDRESS: 2125 Park Blvd, MS 39, San Diego, CA 92101

PHONE NUMBER/E-MAIL: (619) 897-0203 / MMedel@sandiego.gov

On August 5, 2025, the City of San Diego made the above-referenced environmental determination pursuant to CEQA. This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal the CEQA determination to the City Council must be filed with the Office of the Clerk within five (5) business days from the date of the posting of this Notice (**August 12, 2025**). Appeals to the City Clerk must be filed via e-mail or in-person as follows:

1. Appeals filed via Email: The Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Send the completed appeal form (including grounds for appeal and supporting documentation in pdf format) by email to Hearings1@sandiego.gov by 5:00p.m. on the last day of the appeal period; your email appeal will be acknowledged within 24 business hours. You must separately mail the appeal fee by check payable to the City Treasurer to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be United States Postal Service (USPS) postmarked before or on the final date of the appeal.
2. Appeals filed In-Person: The Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at: <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Bring the fully completed appeal application [DS-3031](#) (including grounds for appeal and supporting documentation) to the City Administration Building—Public Information Counter (Open 8:00am to 5:00pm Monday through Friday excluding City approved holidays), 1st Floor Lobby, located at 202 C Street, San Diego, CA 92101, by 5:00pm on the last day of the appeal period. The completed appeal form shall include the required appeal fee, with a check payable to: City Treasurer.

The appeal application can also be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED ON THE CITY'S CEQA WEBSITE

POSTED: 8/5/2025

REMOVED: 8/12/2025

POSTED: E. Ramirez Manríquez

Attachment 1

SPECIAL USE PERMIT **Exhibit B - Premises**

FIGURE 1. COAST WALK TRAIL



Description: That certain CITY-owned real property spanning from the intersection of Coast Walk and Torrey Pines Road on the southeast to 1325 Coast Boulevard on the northwest, and from the centerline of Coast Boulevard to the western terminus of the Coast Walk Trail unimproved paper street; including, but not limited to, Coast Walk Trail, as depicted in yellow above (collectively, “Coast Walk Trail”).

FIGURE 2. SCRIPPS PARK



Description: That certain CITY-owned real property spanning from 1325 Coast Boulevard on the east to 1100 Coast Boulevard on the west, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, La Jolla Cove and Ellen Browning Scripps Memorial Park, as depicted in yellow above (collectively, “Scripps Park”).

Attachment 1

SPECIAL USE PERMIT **Exhibit B - Premises**

FIGURE 3. CHILDREN'S POOL



Description: That certain CITY-owned real property spanning from 1100 Coast Boulevard on the northeast to 850 Coast Boulevard on the southwest, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, Ellen Browning Scripps Memorial Park, Shell Beach, La Jolla Children's Pool, and South Casa Beach, as depicted in yellow above (collectively, "Children's Pool").

Attachment 1

SPECIAL USE PERMIT **Exhibit B - Premises**

FIGURE 4. SOUTH CASA BEACH & WIPEOUT BEACH



Description: That certain CITY-owned real property spanning from 850 Coast Boulevard on the north to 600 Coast S Boulevard on south, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, South Casa Beach and Wipeout Beach, as depicted in yellow above (collectively, “South Casa Beach & Wipeout Beach”).

Attachment 1

SPECIAL USE PERMIT **Exhibit B - Premises**

FIGURE 5. WHALE VIEW POINT & CUVIER PARK



Description: That certain CITY-owned real property spanning from 600 Coast S Boulevard on the northeast to 274 Coast Boulevard on the southwest, and from the centerline of Coast Boulevard to the western terminus of the unimproved Coast Boulevard paper street; including, but not limited to, Cuvier Park and Whale View Point, as depicted in yellow above (collectively, “Whale View Point & Cuvier Park”).



LAJOLLA-01

SMEYERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howard Insurance Agency, Inc. 6900 Wisconsin Ave Fifth Floor Chevy Chase, MD 20815	CONTACT NAME:		
	PHONE (A/C, No, Ext): (301) 652-2500	FAX (A/C, No): (301) 652-2530	
	E-MAIL ADDRESS: INFO@HOWARD-INSURANCE.COM		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Underwriters Insurance Company		30104
INSURED La Jolla Coastal Conservancy 1599 Coast Walk La Jolla, CA 92037	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		42SBMBS7HE5	5/12/2025	5/12/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			42SBMBS7HE5	5/12/2025	5/12/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of San Diego/Parks and Rec Department 202 C Street 6th Floor San Diego, CA 92101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



MAY 12, 2025

Policy Number: 42 SBM BS7HE5

Policy Holder Name: La Jolla Coastal Conservancy

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,
The Hartford

HOW TO REACH US

If you have questions, you can reach The Hartford the following ways:

ONLINE BY VISITING

<https://agency.thehartford.com>

POLICY QUESTIONS

1-866-467-8730,
Monday - Friday
7 a.m. - 7 p.m. CT

24 HOUR CLAIMS HOTLINE

1-800-327-3636, always open



MAY 12, 2025

Welcome to The Hartford

Policy Number: 42 SBM BS7HE5

We and HOWARD INSURANCE AGENCY INC thank you for your business. Enclosed is your new business insurance policy. It includes forms, notices, disclosures and other important information about your coverage. In some cases, you may have paperwork that requires your special attention. If so, you'll see those documents packaged together right after this letter.

WHAT TO DO NEXT

Want a digital version of your policy? We make it easy. You can download a copy instantly when you access your account online. Plus, you'll also be able to quickly and easily do things like:

- Pay bills
- Request certificates of insurance
- Ask questions

Visit <https://agency.thehartford.com> to get started today.

Sincerely,

The Hartford

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



IMPORTANT NOTICE TO POLICYHOLDERS

Enclosed is your spectrum policy from The Hartford. We are providing you with a complete set of policy forms, notices and brochures. In the interest of paper conservation and to reduce expenses, at renewal of this policy we will be providing you only with those documents which have changed from those now being provided. You should retain all of these documents indefinitely so that you will have a complete set of policy forms at all times for your reference.

If you have questions, or if at any time you need copies of any of the forms listed on your policy you may access them by registering for access to the customer service portal at business.TheHartford.com. You may also request them by calling your Hartford agent or broker, or the office of the Hartford identified on your policy, as appropriate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HOWARD INSURANCE AGENCY INC 42620132 3140 CHAPARRAL DR BLD C 101 ROANOKE VA 24018	CONTACT NAME:		
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (888) 443-6112 (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE NAIC#		
INSURED La Jolla Coastal Conservancy 1599 COAST WALK LA JOLLA CA 92037-3731	INSURER A :	Hartford Underwriters Insurance Company	30104
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			42 SBM BS7HE5	05/12/2025	05/12/2026	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
A	AUTOMOBILE LIABILITY			42 SBM BS7HE5	05/12/2025	05/12/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input checked="" type="checkbox"/> Hired Autos							
	UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE				EACH OCCURRENCE	
	DED	RETENTION \$					AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

1. A panel of third party incident response service providers
2. Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
3. Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
4. White papers, blogs and webinars from leading privacy and security practitioners
5. Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

1. The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
2. Registration is required to access the Cyber Center. You may register as many users as necessary.
3. Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.



BUSINESS OWNER'S POLICY



Declarations: Business Owner's Policy

Policy Number: 42 SBM BS7HE5

Policy Period: 05/12/2025 to 05/12/2026, 12:01 a.m., Standard time at your mailing address shown here. Exception: 12 noon in New Hampshire.

Insurer:

Hartford Underwriters Insurance Company, a property and casualty company of The Hartford.

One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

La Jolla Coastal Conservancy
1599 COAST WALK
LA JOLLA, CA 92037-3731

Type of Business: Association - Civic Non Profit

Name of Agency/Broker:

HOWARD INSURANCE AGENCY INC
3140 CHAPARRAL DR BLD C 101
ROANOKE, VA 24018

Code: 42620132

Previous Policy Number:

New

Organization Type: Corporation

Audit Period: Non-Auditable

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL PREMIUM:

\$525*

*Total Premium includes the premium for all Coverage Parts issued to you in this policy, as well as any companion policies delivered with this policy. Total Premium includes any applicable fees and surcharges. Total Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

Countersigned by: *Susan L. Castaneda*

05/12/2025

Authorized Representative

Date

A Business Owner's Policy typically covers property and business liability risks. Generally, Property insurance pays you if a covered cause of loss damages property that you own, rent or lease. Business liability insurance pays in certain cases where something you do or something you own causes injury or damage to someone else, or someone else's property. Please see the coverages and limits described in your Declarations for details regarding the insurance you purchased.

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.



Declarations: Business Owner's Policy



Glossary of Terms*

TERM	DEFINITION
Audit Period	Your Policy period, which may be auditable or non-auditable. If your Policy is auditable, we will examine your business records to determine actual exposures for final premium calculation.
Base Coverage Form	Each Coverage Part has a form that explains, generally, what is and is not covered. This is the first building block of the Coverage Part. All other forms directly or indirectly modify the Base Coverage Form and are attached to it.
Coverage Part	A section of the Policy for a particular coverage. Unless otherwise stated in a specific Coverage Part, a Coverage Part consists of a Declarations page, a Base Coverage Form, all forms that modify the Base Coverage Form, and other forms applicable to the Coverage Part or the entire Policy.
Declarations	The part of the insurance contract that specifies the named insured, address, policy period, covered locations, limits of insurance and other key information such as forms applicable to the Coverage Part.
Policy	A contract between you and us to provide you with certain insurance coverages. Your Spectrum Business Owner's Policy consists of all Coverage Parts and forms common to some or all Coverage Parts.

*The terms and definitions contained in the Glossary of Terms are provided to help you better understand your Business Owners Policy and how it is constructed. These terms and definitions are not definitions that apply to any Coverage Part or Policy you have purchased and should not be construed as such. Please refer to the applicable provisions in your coverage parts or policies for complete details of the defined terms, including but not limited to the applicable Definitions section of such Coverage Part or Policy.



Declarations: Locations and Location-Based Coverages

Here's how your Business Owner's insurance coverage and limits apply to your business locations (LOC). If you have more than one location or building (BLDG), we break out your coverage and limits separately for each LOC.

LOC 1, BLDG 1

Class: Association - Civic Non Profit

Location: 1599 COAST WALK LA JOLLA, CA 92037-3731

LOC 1, BLDG 1: LOCATION-BASED COVERAGES AND FEATURES	LIMIT OF INSURANCE
No property coverage at this location	



Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Liability and Medical Expenses Limit	\$1,000,000
	Medical Expenses Limit	\$10,000
	Personal and Advertising Injury Limit	\$1,000,000
	Products-Completed Operations Aggregate Limit	\$2,000,000
	Property Damage Liability Deductible	No Deductible
ADDITIONAL BUSINESS LIABILITY COVERAGES		
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included ¹
SL 30 26 10 18	HIRED AUTO AND NON-OWNED AUTO LIABILITY	Included ¹

¹Included in Business Liability Limit(s)

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	Form Name
SL 20 54 10 18	EXCLUSION - FUNGI, BACTERIA AND VIRUSES
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM
SL 30 34 10 18	EXCLUSION - TOTAL LIQUOR LIABILITY
SL 20 84 10 18	EXCLUSION OF COVERAGE FOR SPECIAL EVENTS

BUSINESS LIABILITY COVERAGE PREMIUM:	\$257*
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* Price is subject to fees and surcharges. For more details, refer to Page 6



Declarations: Common Forms

Your policy includes the Common Forms listed below. These forms apply to all Coverage Parts on your policy.

FORM NUMBER	FORM NAME
SC 01 04 10 18	CALIFORNIA CHANGES - COMMON POLICY CONDITIONS
SC 00 00 10 18	COMMON POLICY CONDITIONS
SC 00 01 10 18	DECLARATIONS: BUSINESS OWNER'S POLICY
SC 70 00 12 20	DISCLOSURE - CAP ON LOSSES - TERRORISM RISK INSURANCE ACT
IH12050221	GOODS AND SERVICES ENDORSEMENT
SC 50 63 06 20	IMPORTANT NOTICE TO POLICYHOLDER'S
SC 90 04 10 18	IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS
100722	INSURANCE POLICY BILLING INFORMATION
SC 50 31 10 18	PRODUCER COMPENSATION NOTICE
SC 00 12 10 18	SPECTRUM BUSINESS OWNER'S POLICY JACKET
SC 01 68 10 18	SUPPLEMENTAL DECLARATIONS - WA AND CA
SC 90 16 10 18	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
SC 90 15 10 18	US DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS



Declarations: Other Charges

States laws and regulations may require you to pay taxes, fees, surcharges or other costs. We've listed those charges below

DESCRIPTION	COST
Other Premiums	
Policy Base Premium	\$258
Terrorism Premium	\$10



SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 42 SBM BS7HE5

SUPPLEMENTAL DECLARATIONS:

A service fee of \$8.00 is charged for each installment when your premium is paid in installments. The service fee is \$5.00 per withdrawal when you select an electronic fund transfer payment plan. The service fee will be added to the premium amount shown on your premium billing statement.



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible;
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.



EXCLUSION - NUCLEAR ENERGY LIABILITY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. This insurance does not apply:

1. To any injury or damage:
 - a. With respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
3. Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
4. To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:
 - a. The "nuclear material":
 - (1) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time was possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or
 - d. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (d) applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion, the following definitions apply:

1. "Byproduct material", "source material" and "special nuclear material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
2. "Computer system and network" means:
 - a. Leased or owned computer hardware including mobile, networked, and data storage computing equipment;
 - b. Owned or licensed software;
 - c. Owned websites;
 - d. Leased or owned wireless input and output devices; and
 - e. Electronic backup facilities and data storage repositories employed in conjunction with 2.a. through 2.d. above.
3. "Hazardous properties" include radioactive, toxic or explosive properties.
4. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:



- (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste",
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- 5. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".
- 6. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- 7. "Property damage" and injury or damage include all forms of radioactive contamination of property.
- 8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- 9. "Technology services" means:
 - a. The following services performed for others:
 - (1) Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (2) Integration of systems;
 - (3) Processing of, management of, mining or warehousing of data;
 - (4) Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 - (5) Website development; website hosting;
 - (6) Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 - (7) Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (8) Design and development of: code, software or programming;
 - (9) Providing software application: services, rental or leasing;
 - (10) Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 - (11) "Telecommunication services"; and
 - (12) "Telecommunication products".
 - b. Web-related software and connectivity services performed for others; and
 - c. Activities on the named insured's "computer system and network".
- 10. "Waste" means any waste material:
 - a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
 - b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".



EXCLUSION – FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

- a. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:
 - (1) Fungi, including but not limited to mold, mildew, and yeast;
 - (2) Bacteria;
 - (3) Viruses; or
 - (4) Dust, spores, odors, particulates or by-products, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in (1), (2), or (3) above; from any source whatsoever.
 - b. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in a.(1), (2), (3) or (4) above, from any source whatsoever.
- However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.



EXCLUSION – SILICA – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including, but not limited to, quartz.



EXCLUSION OF COVERAGE FOR SPECIAL EVENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **B.**, **EXCLUSIONS**:

Exclusion of Coverage for Special Events

This insurance does not apply to:

- a. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or athletic exhibition; or
- b. "Bodily injury", "property damage" or "personal and advertising injury arising out of:
 - (1) The ownership, maintenance, operation, use or entrustment to others of any:
 - (a) Mechanically operated amusement devices;
 - (b) Aircraft and similar devices including but not limited to balloons, parasails, parachutes, hang gliders and ultralights; or
 - (c) Trampoline or gymnastic rebounding device;
 - (2) Any fireworks display;
 - (3) Any musical concert with more than 250 attendees;
 - (4) Animal related activities;
 - (5) Auto, motorcycle or boat races or events;
 - (6) Biking events;
 - (7) Bungee jumping;
 - (8) Water related activities;
 - (9) Construction activities;
 - (10) Demonstrations, strikes, protests or rallies;
 - (11) Traffic control, road closures, route lay-out or planning; or
 - (12) Provision or arrangement of transportation including any contract to furnish transportation regardless of whether sponsored, conducted or organized in whole or in part by the insured; or held on premises owned by the insured or on any other premises.



HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. Amended Coverage:

The following is added to Section **A. COVERAGES**:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" or "non-owned auto".

B. The following changes are made to Section **B. EXCLUSIONS**:

1. Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to a "hired auto" or a "non-owned auto".
2. Exclusion **e. Employer's Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".
3. Exclusion **f. Pollution** is deleted and replaced by the following:

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or that are contained in any property that is:

(i) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(ii) Otherwise in the course of transit by or on behalf of the "insured"; or

(iii) Being stored, disposed of, treated or processed in or upon the covered "auto".

(b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "auto"; or

(c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (a) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(ii) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in Paragraphs **15.f.(2)** and **15.f.(3)** of the definition of "mobile equipment".

Paragraphs (b) and (c) above do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. The following exclusion is added:

Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the insured arising out of the operation of an "auto" owned by the insured in the course of the fellow "employee's" employment.



5. The following exclusion is added:

Care, Custody Or Control

Coverage does not apply to "property damage" involving property owned or transported by the insured or in the insured's care, custody or control.

- C. With respect to "hired auto" and "non-owned auto" coverage, Section **C. WHO IS AN INSURED** is deleted and replaced by the following:

1. The following are insureds:

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an insured described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" or "non-owned auto" covered by this endorsement, the following changes are made to Section **E. LIABILITY AND MEDICAL EXPENSES CONDITIONS**:

1. The following condition is added:

Other Insurance

a. Except for any liability assumed under an "insured contract" the insurance provided by this endorsement is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this endorsement and any other endorsement, coverage part, or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our endorsement bears to the total of the limits of all the endorsements, coverage parts, and policies covering on the same basis.

2. The following condition is added:

Two Or More Coverage Parts, Endorsements, Or Policies Issued By Us

If this endorsement and any other endorsement, coverage part or policy issued to you by us or any company affiliated with us apply to the same accident, the aggregate maximum Limit of Insurance under all the endorsements, coverage parts, or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement, coverage part, or policy. This condition does not apply to any endorsement, coverage part, or policy issued by us or an affiliated company specifically to apply as excess insurance over this endorsement.



3. The following condition is added:

Financial Responsibility Laws

- a.** With respect to a "hired auto" or "non-owned auto" to which this insurance applies, when this endorsement is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by this endorsement for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b.** With respect to a "hired auto" or "non-owned auto" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

E. The following changes are made to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. The following definition is added:

"Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

- a.** "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
- b.** Customer's "auto" that is in your care, custody or control for service.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



EXCLUSION – TOTAL LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

Exclusion **B.1.c.**, **Liquor Liability** is deleted and replaced by the following:

c. Liquor Liability

- (1)** "Bodily injury" or "property damage" for which any insured may be held liable by reason of:
 - (a)** Causing or contributing to the intoxication of any person;
 - (b)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - (c)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
 - (d)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- (2)** This exclusion applies to any injury or damage arising out of or in any way related to an insured's:
 - (a)** Manufacturing, selling, or distributing alcoholic beverages;
 - (b)** Serving or furnishing alcoholic beverages for a charge whether or not such activity:
 - (i)** Requires a license; or
 - (ii)** Is for the purpose of financial gain or livelihood; or
 - (c)** Serving or furnishing alcoholic beverages without a charge, if a license is required for such activity; or
 - (d)** Permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity;
- (3)** This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured if the "bodily injury" or "property damage" involved that which is described in Paragraphs **(1)** or **(2)** above.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



COMMON POLICY CONDITIONS

DECLARATIONS AND COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

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COMMON POLICY CONDITIONS

All coverages of this Policy are subject to the following conditions:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for,
within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
 - (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this Policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



B. CHANGES

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

C. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to the Policy at any time during the policy period and up to three years afterward.

E. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

H. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this Policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this Policy in force by paying a continuation premium for each successive policy period. The premium must be:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

- 4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

I. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

- 1. Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
- 2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

J. PREMIUM AUDIT

- 1. We will compute all premiums for this Policy in accordance with our rules and rates.
- 2. The premium amount shown in the Declarations is a deposit premium only. At the close of each policy period, we may do an audit to compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must maintain all records related to the coverage provided by this Policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

K. PAYMENT OF PREMIUMS

If your initial premium payment is by check draft, electronic funds transfer, credit card, debit card, or any other form of remittance, coverage under the Policy is conditioned on payment to us by the financial institution. If the financial institution does not honor such remittance upon presentment, this policy may, at our option, be deemed void from its inception.

Our President and Secretary have signed this Policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Kevin Barnett, Secretary

A. Morris Tooker, President



CALIFORNIA CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to Section A., CANCELLATION:

1. Paragraph 2. is deleted and replaced by the following:

Cancellation of policies in effect for 60 days or less

If this Policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this Policy by mailing or delivering to the first Named Insured at the mailing address shown in the Policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation if we cancel for:
 - (1) Nonpayment of premium; or
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this Policy.
- b. 30 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph 3. is deleted and replaced by the following:

Cancellation of policies in effect for more than 60 days

- a. If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only upon the occurrence, after the effective date of the Policy, of one or more of the following, or as permitted under applicable California law:
 - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current Policy term covering the same risks.
 - (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this Policy.
 - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the Policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or



(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the Policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the Policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud, or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph a. above

3. The following provision is added:

Cancellation of Policies that Provide Coverage for Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this Policy:

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.

b. We may not cancel solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this Policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction c. applies only if coverage under the Special Property Coverage Form excludes loss or damage caused by or resulting from corrosive soil conditions.

If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not cancel this Policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may cancel:

a. When you have not paid the premium, at any time by letting you know at least 10 days before the date cancellation takes effect;

b. If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risks insured against; or

c. If there are physical changes in the property insured against, beyond the catastrophe- damaged condition of the structures and surface landscape, which result in the property becoming uninsurable

B. Section C., **CONCEALMENT, MISREPRESENTATION OR FRAUD** is deleted and replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

1. We do not provide coverage to the insured who, whether before or after a loss or damage caused by fire, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:

a. This Policy;

b. The Covered Property;

c. That insured's interest in the Covered Property; or

d. A claim under this Policy.



2. This Policy is void if any insured, whether before or after a loss, has committed fraud or intentionally concealed or misrepresented any material fact or circumstance concerning:
- a. This Policy;
 - b. The Covered Property;
 - c. That insured's interest in the Covered Property; or
 - d. A claim under this Policy.
- C. The following provision is added and supersedes any provisions to the contrary:

NONRENEWAL

1. Subject to the provisions of Paragraphs **2.** and **3.** below, if we elect not to renew this Policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the Policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under this Policy.

- a. We may elect not to renew such coverage for any reason, except as provided in **2.b.**, **2.c.** and **2.d.** below:
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this Policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
 - (3) We have:
 - (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; andthe Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
 - d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction applies only if coverage under the Special Property Coverage Form excludes loss or damage caused by or resulting from corrosive soil conditions.
 - e. If a state of emergency under California Law is declared and the residential property is located in any ZIP Code within or adjacent to the fire perimeter, as determined by California Law, we may not nonrenew this Policy for one year, beginning from the date the state of emergency is declared, solely because the dwelling or other structure is located in an area in which a wildfire has occurred.

However, we may nonrenew:



- (1) If willful or grossly negligent acts or omissions by the named insured, or his or her representatives, are discovered that materially increase any of the risk insured against.
 - (2) If losses unrelated to the post disaster loss condition of the property have occurred that would collectively render the risk ineligible for renewal; or
 - (3) If there are physical changes in the property insured against, beyond the catastrophe-damaged condition of the structures and surface landscape, which result in the property becoming uninsurable.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
 - b. If the Policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**
 - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the Policy, to obtain that coverage.
 - d. If the Policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
 - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the Policy within 60 days of the end of the policy period.
 - f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in Paragraph **1.** above, to renew the Policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

POLICY NUMBER: 42 SBM BS7HE5

SCHEDULE

Terrorism Premium:

\$10

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions.

F. All other terms and conditions remain the same.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

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TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

POLICY NUMBER: 42 SBM BS7HE5

NAMED INSURED: La Jolla Coastal Conservancy

COMPANY NAME: Hartford Underwriters Insurance Company

EFFECTIVE DATE: 05/12/2025

EXPIRATION DATE: 05/12/2026

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.



GOODS AND SERVICES ENDORSEMENT

We may offer or make “goods or services” available to you through this underwriting company, a non-insurer subsidiary, or unaffiliated third parties as a part of this policy. The “goods or services” may be provided for a charge, at a discount, on a subsidized basis, or free of charge. In some cases, we may receive a fee from the unaffiliated third parties that provide “goods or services”. We do not warrant or guarantee the “goods or services” provided by third parties, and such third parties shall be solely liable and responsible for the “goods or services” they provide. The “goods or services” offered or made available by us may be modified or discontinued at any time.

“Goods or services” means goods, products or services, including but not limited to risk mitigation, safety, and/or loss prevention services or equipment.



June 30, 2025

La Jolla Coastal Conservancy, Inc.
PO Box 141
La Jolla CA 92038

City of San Diego
Parks & Recreation Dept.

Re: LJCC Special Use Permit/ Section 37.1(c) employee status

To whom it may concern –

LJCC does not currently have any employees, and if LJCC hires employees in the future, we understand that Worker's Comp insurance must be provided.

Sincerely,

Bob Evans | Executive Director