

**CONTRACT AGREEMENT**

THIS CONTRACT ("Contract") is made and entered into on this December 4, 2018, by and between the City of Manhattan Beach, a California municipal corporation ("CITY") and Oceanographic Teaching Stations, Inc., a nonprofit corporation incorporated under the laws of the State of California ("OTS") with respect to the following facts:

- A. There is, within the State Park System, a structure located at the western end of the Manhattan State Beach Pier in the County of Los Angeles ("Roundhouse"); and
- B. The State of California ("State") is the owner of the Manhattan State Beach Pier ("Pier") and all structures and improvements located thereon; and
- C. Pursuant to the provisions of Section 5080.30 et seq. of the Public Resources Code of the State of California, CITY and the State have entered into an Operating Agreement dated August 1, 1988 for the Pier, which agreement was amended on or about October 1, 2008 by that certain Amendment No. 1 (as amended, the "Operating Agreement"); and
- D. The Operating Agreement provides that CITY shall provide for the operation, care, custodial maintenance, and control of the Pier; and
- E. OTS is dedicated to teaching students and visitors about the oceans, marine life and the environment, and provides both on-site classes and outreach classes through much of Los Angeles County; and
- F. OTS has occupied most of the first floor of the Roundhouse since 1980; and
- G. CITY and OTS entered into that certain Contract Agreement dated September 6, 2005 (the "Contract"), pursuant to which CITY authorized OTS to occupy portions of the Roundhouse and operate an aquarium therein (the "Roundhouse Aquarium"), subject to the terms and conditions of the Contract; and
- H. CITY, OTS, and the Harrison Greenberg Memorial Foundation entered into that certain Cooperation Agreement dated July 19, 2016 ("Cooperation Agreement"), providing for the renovation of the Roundhouse and the Roundhouse Aquarium; and
- I. CITY and OTS wish to amend and restate the Contract, to address changes to the Roundhouse arising from the Cooperation Agreement, and to make certain other modifications.

In consideration of the mutual promises set forth below, CITY and OTS agree as follows:

1. TERM

The term of this Contract shall continue until July 31, 2028 (the "Initial Term"), unless earlier terminated pursuant to Section 16. Upon expiration of the Initial Term, this Contract shall continue, subject to the right of either party to terminate the Contract pursuant to Section 16.

2. ROLE OF OTS

- A. OTS may sponsor, publish, purchase, and distribute or sell appropriate maps and literature, illustrative materials, and other items which increase visitor understanding and appreciation of marine life and the State Park System values and purposes.
- B. OTS may acquire and display materials, equipment, and other items and funds for use in its educational programs.
- C. OTS may sponsor and support docent programs, environmental education activities, seminars, lectures, and other activities that contribute to its educational programs.
- D. OTS may plan, organize, and implement fundraising programs to acquire contributions to support the educational activities of the organization.
- E. OTS shall use its best efforts to maximize the public use of the facilities it occupies under this Contract.

3. CHARGES

Subject to approval by City, OTS may levy charges for its programs and related literature and may charge for sales items as discussed in Section 4 below, provided that such charges are consistent with OTS's status as a non-profit public benefit corporation.

4. SALE ITEMS

- A. OTS may sell educational items and t-shirts, sweatshirts, hats, visors and similar items of apparel, to the extent such items relate to OTS or the Roundhouse and enhance the experience of visitors.
- B. OTS shall display any such sales items in a manner keeping with the general design and decor of the Roundhouse space.
- C. OTS is not by this Contract granted the right to sell items, the sale of which would infringe on applicable rights of a concession agreement with another party.



5. REVENUE

- A. OTS shall maintain financial records for the operation which shall be kept in accordance with State and federal law, and in keeping with good business practices.
- B. OTS shall make financial records for the operation available for the inspection by CITY at any reasonable time. CITY may, on reasonable notice, audit the records and review the internal controls of OTS's business operations.
- C. OTS shall separately account for all revenue derived from OTS Roundhouse space activities pursuant to this Contract. OTS may expend the excess revenue over costs derived from OTS Roundhouse space activities only for the purpose of accomplishing educational work and for the purpose of carrying out the terms of this Contract.

6. ANNUAL REPORT

OTS shall annually, on or prior to September 30, furnish CITY with a report of activities, with information as required by CITY and with a copy of its Form 990 as filed with the Internal Revenue Service.

7. FACILITIES

- A. CITY shall provide OTS with facilities to be used or occupied by OTS for the purpose of carrying out the terms of this Contract. Such facilities shall include the entire interior of the Roundhouse, but do not include the restrooms accessible from the exterior of the Roundhouse.
- B. OTS shall provide all maintenance, repair and janitorial services inside the space to be occupied by OTS, including replacement and/or repair of damaged or missing window screens, window hand cranks and other similar items, unless otherwise authorized by CITY. The interior area of the Roundhouse space shall be kept in a condition as could reasonably be expected for a public facility. Should OTS fail, neglect or refuse to do so, CITY shall have the right to perform such maintenance or repairs for OTS. In this event, OTS shall promptly reimburse CITY for the cost thereof; provided, however, that CITY shall first give OTS ten days' written notice of its intention to perform such maintenance or repairs for OTS for the purpose of enabling OTS to proceed with such maintenance or repairs at OTS's own expense. No such notice shall be required if CITY determines that immediate action is required to protect public safety or prevent or mitigate damage to property.
- C. CITY shall provide exterior maintenance of the Roundhouse including doors and windows plus the internal maintenance of the restroom facilities. It may be necessary to have access to the interior of the Roundhouse space to periodically replace door and window shutter mechanisms. To the extent practicable, CITY

shall give OTS 72 hours' prior notice before undertaking any internal or external maintenance of the Roundhouse.

- D. OTS shall be responsible for payment of incidental utility services for the space to be occupied by OTS.
- E. CITY or State shall have emergency access to all facilities to make such inspections as CITY or State deems necessary. CITY personnel shall have access to conduct inspection of the Roundhouse space (including storage areas).
- F. No construction, structural alteration, repair, reconstruction, restoration or structural improvement may be made to the Roundhouse by OTS without first obtaining approval for any plans, specifications, and contracts from CITY. No additional tanks or equipment will be approved by CITY that would subject the first floor or the mezzanine level to a live load in excess of levels deemed safe by CITY. Nothing herein shall prevent OTS from repairing any tanks or other property of OTS maintained at the Roundhouse, provided that such repairs will not affect the structural integrity of the Roundhouse.
- G. Only vehicles with a gross vehicle weight of less than 10,000 pounds may be driven on the Pier to provide service or deliver goods to OTS. Only one such vehicle at a time shall be permitted to be driven on the Pier by or for OTS, and it shall not park on the Pier for greater than 20 minutes per visit. All vehicles authorized by OTS or its independent contractors to drive on the Pier must first deliver to CITY evidence of automobile insurance with a minimum \$1,000,000 coverage. Such proof of insurance shall be updated on an annual basis. Deliveries shall be limited to times when pedestrian traffic is slow, and any vehicle shall leave the Pier immediately when requested by the Police Department. For purposes of clarification, this paragraph shall also pertain to any outside company or independent contractors hired by OTS to perform repair work and or maintenance of the facility.
- H. CITY shall have the right to use the Roundhouse up to ten times per year for special functions. CITY shall provide a minimum of 30 days' advance notice to OTS prior to such special functions.
- I. All tanks shall be initially situated at the Roundhouse in accordance with the conformed construction plan dated February 1, 2018. OTS shall not move the shark tank, or any other tank weighing more than one thousand (1000) pounds when full, without the prior approval and consent of CITY.
- J. OTS shall be responsible for opening and closing all protective window shutters at the Roundhouse each day of Roundhouse operations. OTS shall be liable for any damage resulting from its failure to close the protective window shutters as required, or from any damage to the protective window shutters resulting from improper operation of the shutters.



- K. No signs, names, placards or advertising matter shall be inscribed, painted or affixed upon the exterior of the Roundhouse or upon the Pier without the prior written consent of the Director of Public Works of CITY.
- L. Utility closets in the mezzanine area that contain heating, ventilation, telephone or radio equipment shall not be used by OTS as a storage area.

8. USE RESTRICTIONS

- A. No event, class, ceremony, or program may block public access to any part of the Pier without CITY approval.
- B. No alcohol is allowed on the Pier or inside the Roundhouse. This restriction may be waived by the City Council for special events held within the Roundhouse, on a case-by-case basis.
- C. OTS may apply to CITY on an event-by-event basis for a waiver of the restrictions set forth in Sections 8A and 8B above. Any waiver shall be granted in the sole discretion of CITY, and nothing herein shall be deemed to constitute an implied agreement to grant any waivers to OTS.

9. TITLE

All improvements, alterations, and restored facilities constructed under this Contract shall become the property of the State of California; and neither CITY nor State shall be responsible for the cost of such improvements, alterations, and restorations. Title to all improvements and fixtures shall vest in the State immediately on their becoming affixed to the State real property. Notwithstanding the foregoing, title to "Trade Fixtures" as hereinafter defined, shall remain with OTS. Trade Fixtures is defined to include those items listed on Schedule 1 to this Contract. If OTS removes any Trade Fixtures from the Roundhouse, it shall be responsible for ensuring that such removal does not (i) compromise the structural integrity and safety of the Roundhouse or (ii) impair access to the Roundhouse. OTS shall be responsible for reimbursing CITY for any damages caused to the Roundhouse facility as a result of the installation or removal of any Trade Fixtures.

10. EQUIPMENT

OTS, at OTS's own expense, shall completely equip the facility and shall keep the same equipment in a safe and first-class manner throughout the term of this Contract.

11. PERSONAL PROPERTY

Title to all personal property provided by OTS shall remain with OTS.

12. POSSESSORY INTEREST

It is not the intention of the parties to this Contract to create any possessory interest or tenure by OTS in any property of the State Park System; however, this Contract may create or cause to be created a possessory interest in public land within the meaning of Revenue and Taxation Code Section 107. In the event such possessory interest is created, OTS may be subject to the payment of property taxes levied on such possessory interest. OTS hereby agrees to pay any such property taxes levied. OTS agrees to pay, subject to its right to contest in good faith, all lawful taxes, assessments, or charges which may at any time be levied by the State, county, CITY, or any tax or assessment levying body on any interest in this Contract which OTS may have in or to the premises covered by this Contract, as well as taxes and assessments on goods, merchandise, fixtures, appliances, equipment, and property owned by it in or around said premises.

13. OTS PERSONNEL

- A. OTS understands and specifically agrees to inform its employees that OTS is an independent contractor to the State and CITY.
- B. OTS understands and specifically agrees to inform its employees that they are not agents or employees of the State or CITY.
- C. Volunteers or independent contractors acting on behalf of OTS shall be informed by OTS that they are not agents or employees of the State or CITY.
- D. All OTS agents and employees involved in visitor contact shall be trained before assuming such responsibilities.
- E. OTS agents and employees who come in direct contact with the public shall wear identification by which they may be known and distinguished as agents or employees of OTS.
- F. OTS shall review the conduct of any of its agents and employees whose actions or activities are considered by OTS or CITY to be inconsistent with proper administration of the Roundhouse and enjoyment and protection of visitors, and shall take actions as are necessary in a timely manner to fully correct any situation that may arise.

14. DISABILITY ACCESS LAWS

- A. With regard to all operations and activities that are the responsibility of OTS under this Contract, and without limiting OTS' responsibility under this Contract for compliance with all laws, OTS shall be solely responsible for complying with the requirements of the Americans with Disabilities Act of 1990 (ADA) (Public Law 101-336, commencing at § 12101 of Title 42, United States Code, including Titles I, II, and III of that law), the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.
- B. With regard to facilities for which OTS is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, OTS also shall be



responsible for compliance with Government Code § 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code § 7250, et seq., Facilities for Handicapped Persons, and any other applicable laws, regulations, guidelines and successor statutes. Such compliance shall be at OTS' sole cost and expense. Written approval from CITY is required prior to implementation of any construction activity to ensure plans to comply with accessibility requirements.

15. NONDISCRIMINATION

Pursuant to Public Resources Code Section 5080.34, this Contract and every contract on lands that are subject to the Manhattan State Beach Pier operating agreement between the City of Manhattan Beach and the State of California Department of Parks and Recreation shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, religious creed, marital status, ancestry, national origin, medical condition, age (40 and above), and disability (mental and physical) including HIV and AIDS. OTS shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this Contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). OTS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. OTS shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this Contract. In the event of violation of this paragraph, CITY or State will have the right to terminate this Contract, and any loss of revenue sustained by the CITY by reason thereof shall be borne and paid for by OTS.

16. TERMINATION OF CONTRACT

- A. CITY reserves the unqualified right to terminate this Contract, should such termination be required by the State, whether pursuant to the Operating Agreement (including termination of the Operating Agreement) or otherwise. Subject to applicable legal restrictions, CITY shall endeavor to provide OTS reasonable notice of any action by the State that would require CITY to terminate this Contract, and the effective date of such termination.
- B. CITY further may terminate this Contract for material breach by OTS of any of the provisions hereof, upon giving OTS 30 days' written notice of intent to terminate if any and all breaches identified in the notice are not cured. Termination shall be effective at the end of that period if the identified breaches have not been cured, provided that, if OTS provides documentation to CITY demonstrating that it has initiated in good faith action to cure the identified breaches during the 30-day period and the identified breaches cannot reasonably be cured within 30 days, then OTS shall have an additional 30 days to cure such breaches.

- C. CITY reserves the unqualified right to terminate this Contract following expiration of the Initial Term by giving OTS written notice of the effective date of such termination no less than 36 months prior to such termination date.
- D. OTS reserves the unqualified right to terminate this Contract following expiration of the Initial Term by giving CITY 12 months' prior written notice of the effective date of such termination. OTS further may terminate this Contract for breach by CITY of any of the provisions hereof upon giving CITY 90 days' written notice of intent to terminate if any and all identified breaches are not cured. Termination shall be effective at the end of that period if the identified breaches have not been cured.

17. WAIVER

Waiver of a breach of this Contract by either party shall not be construed as a waiver of any subsequent breach of the same or any other provision.

18. BREACH

- A. This Contract is breached if OTS fails to meet the criteria outlined in State Public Resources Code Section 5080.42 or this Contract.
- B. This Contract is breached if CITY fails to meet the criteria outlined in State Public Resources Code Section 5080.30 et seq. or this Contract.

19. SURRENDER OF THE ROUNDHOUSE, HOLDING OVER

A. Surrender

On expiration or within thirty (30) days after earlier termination of this Contract, OTS shall surrender the Roundhouse to CITY with all fixtures, improvements, and alterations in good condition, except for fixtures, improvements, and alterations that OTS is obligated or entitled to remove. OTS shall remove all of its personal property and shall perform all restoration required by the terms of this Contract within the above stated time unless otherwise agreed to in writing. If OTS fails to surrender the Roundhouse to CITY on the expiration, assignment, or within 30 days after earlier termination of the term as required by this section, OTS shall hold CITY harmless for all damages resulting from OTS' failure to surrender the Roundhouse.

B. Holding Over

If OTS remains in possession of the Roundhouse with CITY's express consent following CITY's termination of this Contract pursuant to Sections 16A or 16B above, such possession by OTS shall be deemed to be a temporary tenancy terminable on 30 days written notice given at any time by either Party. All provisions of this Contract except those pertaining to the term shall apply to the temporary tenancy.



20. CONTRACTUAL OBLIGATIONS

A. This Contract constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between them. No representations, warranties, or inducements expressed or implied have been made by either party to the other, except as set forth herein.

B. Insurance.

OTS, at its sole cost, shall procure and maintain, at all times during the term of this Contract, a policy with a current A.M. Best's rating of not less than A-: VIII providing Commercial General Liability Insurance (or, at its discretion, Comprehensive General Liability protecting the State, CITY and OTS against all claims, defense costs and loss costs arising from personal injury, including death, or property damage occurring directly or indirectly from the operation and/or maintenance of the Roundhouse. The State and CITY shall be named as Additional Insureds on this policy (see specific wording on the required City of Manhattan Beach Insurance Endorsement Form #1 (General). Acceptable-minimum limits for this coverage are:

|                                            |             |
|--------------------------------------------|-------------|
| Per Occurrence:                            | \$1,000,000 |
| General Aggregate:                         | \$2,000,000 |
| Products/Completed Operations Aggregate:   | \$2,000,000 |
| Personal and Advertising Injury Aggregate: | \$1,000,000 |
| Fire Damage:                               | \$ 50,000   |
| Medical Payments:                          | \$ 5,000    |

In addition, Excess or Umbrella coverage should increase this policy's aggregate limits to a total of \$3,000,000. The policy shall not contain a provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk-financing program maintained by CITY.

OTS, at its sole cost, shall also procure and maintain, at all times during the term of this Contract, Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If OTS has no employees while performing this Contract, workers' compensation policy is not required, but OTS shall execute a declaration that it has no employees.

Additional Insured. The commercial general and automobile liability (required by Section 7.G) policies shall contain an endorsement naming State and CITY, its officers, employees, agents and volunteers as additional insureds.

Primary and Non-Contributing. The insurance policies required under this subsection shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of OTS's insurance and shall not contribute with it.

Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit OTS and OTS's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. OTS hereby waives all rights of subrogation against CITY.

C. Additional Requirements.

The procuring of such required policies of insurance shall not be construed to limit OTS's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Contract. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify OTS in writing of changes in the insurance requirements. If OTS does not deposit copies of acceptable insurance policies with CITY incorporating such changes within 60 days of receipt of such notice, OTS shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

- (1) Either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by OTS); or
- (2) OTS shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

D. Verification of Compliance.

OTS shall furnish CITY with original endorsements effecting coverage required by this Contract. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. Prior to the expiration date of any policy of insurance required by this Contract, OTS shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to CITY.

E. Indemnity.

- (1) To the fullest extent permitted by law, OTS shall protect, save, hold harmless, indemnify and defend CITY and State, their officers, employees and/or agents (collectively "Indemnitees") from any and all liability, loss,



damage, injury, death, claims, demands, expenses, costs and fees, including, but not limited to, expert costs and attorney fees, (collectively "Liabilities") that may be suffered or incurred by CITY or State, their officers, employees and/or agents from any cause whatsoever, arising directly or indirectly out of or in any way connected with the occupation, use or operation of the Roundhouse pursuant to this Contract, or the exercise or performance by OTS, OTS's agents, officers, employees, or subcontractors of any of the rights or obligations granted to or imposed upon OTS by this Contract. This indemnity shall apply to all claims and liability, including those arising from the alleged violations of any state or federal law, statute or regulation, including, but not limited to, the Americans with Disabilities Act of 1990 Titles I, II and III ("ADA"). Notwithstanding the foregoing, OTS shall have no obligation to indemnify CITY or State for Liabilities arising out of the sole active negligence or willful misconduct of CITY or State. The obligation of OTS to indemnify CITY and State hereunder shall exist regardless of whether any insurance policies are applicable. The policy limits of any such insurance policies shall not act as a limitation upon the amount of indemnification to be provided by OTS. OTS shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. OTS shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

21. AMENDMENTS

No amendment or modification of this Contract shall have an effect whatsoever, unless the same is in writing and signed by each of the parties hereto.

22. CONTRACT ASSIGNMENT

OTS shall not assign its rights under this Contract or any interest herein, or any part thereof, to any party.

23. NOTICES

Any notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

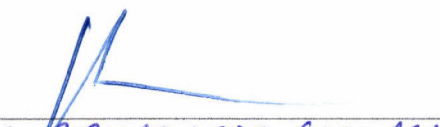
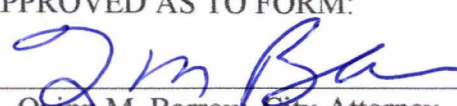
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OTS

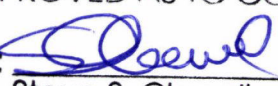
Oceanographic Teaching Stations, Inc.  
P.O. Box 1  
Manhattan Beach, California 90266

CITY

City Manager  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>City of Manhattan Beach,<br/>a California municipal corporation</p> <p>By: <br/>Title: <u>BRUCE MOE, CITY MANAGER</u></p> <p>ATTEST:  6-25-19<br/>Liza Tamura, City Clerk</p> <p>APPROVED AS TO FORM:<br/><br/>Quinn M. Barrow, City Attorney</p> | <p>Oceanographic Teaching Stations, Inc.,<br/>a California nonprofit corporation</p> <p>By: <br/>Title: <u>President</u></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

APPROVED AS TO CONTENT:

By:   
Steve S. Charelian  
Finance Director



## **SCHEDULE 1**

### **TRADE FIXTURES**

#### **ROUNDHOUSE AQUARIUM TEACHING CENTER LIST OF TRADE FIXTURES**

LSS information taken from "Harrison Greenberg Foundation Roundhouse Aquarium Beautification Project: Conformed Set of Construction Documents," dated 01 February 2018. Page number refers to the page in the Construction Documents.

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**TABLE 1: SUMMARY OF TANKS**

| <b>Tank ID</b> | <b>Tank Name</b>             | <b>Tank Location</b>          | <b>LSS</b> |
|----------------|------------------------------|-------------------------------|------------|
| T-01           | SHARK TANK                   | PIER LEVEL Habitat gallery    | A          |
| T-02 AB        | A: WOLF EEL<br>B; MORAY EEL  | PIER LEVEL Education gallery  | B          |
| T-03           | TOUCH TANK                   | PIER LEVEL Education gallery  | C          |
| T-04           | SANDY BOTTOM, PIER<br>PILING | PIER LEVEL Education gallery  | C          |
| T-05           | ROCKY REEF                   | PIER LEVEL Habitat gallery    | C          |
| T-06           | SEA JELLY                    | MEZZ LEVEL, Immersion gallery | G          |
| T-07           | PORTHOLE A                   | MEZZ LEVEL                    | E          |
| T-08           | PORTHOLE B                   | MEZZ LEVEL                    | E          |
| T-09           | PORTHOLE E                   | MEZZ LEVEL                    | E          |
| T-10           | PORTHOLE F                   | MEZZ LEVEL                    | E          |
| T-11 A         | PIPEFISH                     | MEZZ LEVEL                    | B          |
| T-11 B         | OCTOPUS                      | MEZZ LEVEL                    | B          |
| T-11 C         | BABY ROCKFISH                | MEZZ LEVEL                    | B          |
| T-14           | BRINE SHRIMP                 | MEZZ LEVEL                    | C          |
| T-15           | TOUCH TANK                   | MEZZ LEVEL Discovery Corner   | C          |
| T-16           | TOUCH TANK                   | MEZZ LEVEL Discovery Corner   | C          |
| T-17           | SEAHORSE                     | MEZZ LEVEL                    | D          |



|      |               |                               |    |
|------|---------------|-------------------------------|----|
| T-18 | GOLDFISH      | MEZZ LEVEL                    | NA |
| T-19 | BETA          | MEZZ LEVEL                    | NA |
|      | HOSPITAL TANK | PIER LEVEL South Support Room | F  |

**TABLE 2: SUMMARY OF LSS**

| EXHIBIT TANK SCHEDULE |            |                       |                    |                      |                       |                                          |
|-----------------------|------------|-----------------------|--------------------|----------------------|-----------------------|------------------------------------------|
| SYSTEM                | TANK NO.   | SYSTEM TEMP.<br>( F ) | VOLUME<br>( gal. ) | FLOW RATE<br>( gpm ) | TURN OVER<br>( min. ) | SPECIES                                  |
| LSS-A                 | T-01       | 60° - 65°             | 3,760              |                      |                       | SHARK TANK                               |
|                       | SUMP       |                       | 240                |                      |                       |                                          |
|                       |            | TOTAL                 | 4,000              | 70                   | 57                    |                                          |
| LSS-B                 | T-02       | 55° - 60°             | 680                | 21                   | 31                    | EEL TANK                                 |
|                       | T-11a      |                       | 100                |                      |                       | JEWEL TANK                               |
|                       | T-11b      |                       | 50                 | 9                    | 31                    | OCTOPUS TANK                             |
|                       | T-11c      |                       | 100                |                      |                       | BABY ROCKFISH TANK                       |
|                       | SUMP       |                       | 170                |                      |                       |                                          |
|                       |            | TOTAL                 | 1,100              | 30                   | 37                    |                                          |
| LSS-C                 | T-03       | 55° - 60°             | 160                |                      |                       | TOUCH TANK                               |
|                       | T-04       |                       | 250                | 13                   | 32                    | SANDY BOTTOM TANK                        |
|                       | T-05       |                       | 230                | 7                    | 33                    | ROCKY REEF TANK                          |
|                       | (T-15)     |                       | (22)               | N/A                  | N/A                   | Discovery Corner Touch Tank A (portable) |
|                       | (T-16)     |                       | (12)               | N/A                  | N/A                   | Discovery Corner Touch Tank B (portable) |
|                       | SUMP       |                       | 120                |                      |                       |                                          |
|                       |            | TOTAL                 | 760                | 20                   | 38                    |                                          |
| LSS-D                 | T-17       | 70° - 75°             | 110                | 10                   | 11                    | SEA HORSE TANK                           |
|                       | SUMP       |                       | 60                 |                      |                       |                                          |
|                       |            | TOTAL                 | 170                | 10                   | 17                    |                                          |
| LSS-E                 | T-07       | 55° - 60°             | 15                 | 1                    | 15                    | PORTHOLE TANK A                          |
|                       | T-08       |                       | 15                 | 1                    | 15                    | PORTHOLE TANK D                          |
|                       | T-09       |                       | 15                 | 1                    | 15                    | PORTHOLE TANK E                          |
|                       | T-10       |                       | 15                 | 1                    | 15                    | PORTHOLE TANK F                          |
|                       | SUMP       |                       | 60                 |                      |                       |                                          |
|                       |            | TOTAL                 | 120                | 5                    |                       |                                          |
| LSS-F                 | QUARANTINE | 50° - 75°             | 94                 | 5                    | 19                    | QUARANTINE TANK                          |
|                       | SUMP       |                       | 56                 |                      |                       |                                          |
|                       |            | TOTAL                 | 150                | 5                    | 30                    |                                          |
| LSS-G                 | T-06       | 55° - 60°             | 337                | 5                    | 67                    | SEA JELLY KREISEL TANK                   |
|                       | SUMP       |                       | 53                 |                      |                       |                                          |
|                       |            | TOTAL                 | 390                | 5                    | 78                    |                                          |





TABLE 3: LSS A

| MECHANICAL EQUIPMENT SCHEDULE |                   |                                                                      |    |      |       |    |
|-------------------------------|-------------------|----------------------------------------------------------------------|----|------|-------|----|
| ITEM TAG                      | DESCRIPTION       | SPECIFICATION                                                        | KW | VAC  | PHASE | Hz |
|                               | FILTRATION SYSTEM | INTEGRATED AQUA SYSTEMS, INC. - MODEL BSP-F1-U-2A-D1/1DHM-238-F-45FH | 4  | 120V | 1     | 60 |
| P-101, P-102                  | CIRCULATION PUMP  | ABYZZ A400, 50 GPM @ 20' TDH, NO STRAINER, SUBMERSIBLE               |    |      |       |    |
| F-101                         | DRUM FILTER       | MODEL F1, HEX BEECELL PANELS, 20 MICRON SCREEN                       |    |      |       |    |
| FF-101                        | FOAM FRACTIONATOR | EXISTING: RK2 SYSTEMS RK25PE (REFURBISH AND USE EXISTING ONE ONSITE) |    |      |       |    |
| UV-101                        | UV STERILIZER     | 40 mJ/cm2, 90% UVT, 45 GPM                                           |    |      |       |    |
| PG-101, PG-102                | PRESSURE GAUGE    | -                                                                    |    |      |       |    |
| HX-101                        | HEAT EXCHANGER    | 50,000 BTU HR SUBMERSIBLE, T24G-24-H-1NPT, TITANIUM IMMERSION        |    |      |       |    |
| LS-101                        | LEVEL SWITCH      | NARROW ANGLE LEVEL SWITCH                                            |    |      |       |    |
| P-103                         | HX PUMP           | WILCO STAR 21 FC                                                     |    |      |       |    |
| FM-101                        | FLOW METER        | SIGNET 2551 FLOW SENSOR W/ 9900 TRANSMITTER                          |    |      |       |    |
| FM-102                        | FLOW METER        | ROTAMETER STYLE FLOW METER                                           |    |      |       |    |
|                               |                   |                                                                      |    |      |       |    |
| VB-101                        | VACUUM BREAKER    | HAYWARD VB SERIES, 3/4" FPT                                          |    |      |       |    |
|                               |                   |                                                                      |    |      |       |    |
|                               |                   |                                                                      |    |      |       |    |
|                               |                   |                                                                      |    |      |       |    |

TABLE 4: LSS B

| MECHANICAL EQUIPMENT SCHEDULE |                   |                                                                       |    |      |       |    |
|-------------------------------|-------------------|-----------------------------------------------------------------------|----|------|-------|----|
| ITEM TAG                      | DESCRIPTION       | SPECIFICATION                                                         | KW | VAC  | PHASE | Hz |
|                               | FILTRATION SYSTEM | INTEGRATED AQUA SYSTEMS, INC. - MODEL BSP-F1-U-2A-D0.5/DHM-238-F-45FH | 3  | 120V | 1     | 60 |
| P-201, P-202                  | CIRCULATION PUMP  | ABYZZ A100, 15 GPM @ 15' TDH, NO STRAINER, NON-SUBMERSIBLE            |    |      |       |    |
| F-201                         | DRUM FILTER       | MODEL F1, HEX BEECELL PANELS, 20 MICRON SCREEN W/ RINSE PUMP          |    |      |       |    |
| FF-201, FF-202                | FOAM FRACTIONATOR | TUNZE DOC 9430DC, 11 GPM                                              |    |      |       |    |
| UV-201                        | UV STERILIZER     | 45 mJ/cm <sup>2</sup> , 90% UVT, 30 GPM / 45 GPM                      |    |      |       |    |
| PG-201, PG-202                | PRESSURE GAUGE    | -                                                                     |    |      |       |    |
| HX-201                        | HEAT EXCHANGER    | 35,000 BTU/HR T20G-24-H-1NPT TITANIUM IMMERSION                       |    |      |       |    |
| LS-201                        | LEVEL SWITCH      | NARROW ANGLE LEVEL SWITCH                                             |    |      |       |    |
| P-203                         | HX PUMP           | WILO STAR FC21                                                        |    |      |       |    |
| FM-201                        | FLOW METER        | SIGNET 2551 FLOW SENSOR W/ 9900 TRANSMITTER                           |    |      |       |    |
|                               |                   |                                                                       |    |      |       |    |
| VB-201 THR VB-204             | VACUUM BREAKER    | HAYWARD VB SERIES, 3/4" FPT                                           |    |      |       |    |
|                               |                   |                                                                       |    |      |       |    |
|                               |                   |                                                                       |    |      |       |    |
|                               |                   |                                                                       |    |      |       |    |
|                               |                   |                                                                       |    |      |       |    |



TABLE 5: LSS C

| MECHANICAL EQUIPMENT SCHEDULE |                   |                                                                           |     |      |       |    |
|-------------------------------|-------------------|---------------------------------------------------------------------------|-----|------|-------|----|
| ITEM TAG                      | DESCRIPTION       | SPECIFICATION                                                             | KW  | VAC  | PHASE | Hz |
|                               | FILTRATION SYSTEM | INTEGRATED AQUA SYSTEMS, INC. - MODEL BSP-B4-U-1.5A-D0.5D.5DHM-238-F-45FH | 1.2 | 120V | 1     | 60 |
| P-301                         | CIRCULATION PUMP  | ABYZZ A200, 20 GPM @ 15' TDH, NO STRAINER, SUBMERSIBLE                    |     |      |       |    |
| F-301                         | BAG FILTER        | QUAD BAG FILTER                                                           |     |      |       |    |
| FF-301                        | FOAM FRACTIONATOR | TUNZE DOC 9430DC, 11 GPM                                                  |     |      |       |    |
| UV-301                        | UV STERILIZER     | 30 mJ/cm2, 90% UVT, 25 GPM                                                |     |      |       |    |
| PG-301, PG-302                | PRESSURE GAUGE    | -                                                                         |     |      |       |    |
| HX-301                        | HEAT EXCHANGER    | 35,000 BTU/HR, T16G-24-H-1NPT TITANIUM IMMERSION                          |     |      |       |    |
| LS-301                        | LEVEL SWITCH      | NARROW ANGLE LEVEL SWITCH                                                 |     |      |       |    |
| P-302                         | WATERFALL PUMP    | ABYZZ A100, 25 GPM @ 5' TDH, NON-SUBMERSIBLE                              |     |      |       |    |
| P-303                         | HX PUMP           | WILO STAR 21 FC                                                           |     |      |       |    |
| FM-301                        | FLOW METER        | SIGNET 2551 FLOW SENSOR W/ 9900 TRANSMITTER                               |     |      |       |    |
|                               |                   |                                                                           |     |      |       |    |
| VB-301, VB-302                | VACUUM BREAKER    | HAYWARD VB SERIES, 3/4" FPT                                               |     |      |       |    |
|                               |                   |                                                                           |     |      |       |    |
|                               |                   |                                                                           |     |      |       |    |
|                               |                   |                                                                           |     |      |       |    |

TABLE 6: LSS D

| MECHANICAL EQUIPMENT SCHEDULE |                   |                                                                        |    |      |       |    |
|-------------------------------|-------------------|------------------------------------------------------------------------|----|------|-------|----|
| ITEM TAG                      | DESCRIPTION       | SPECIFICATION                                                          | KW | VAC  | PHASE | Hz |
|                               | FILTRATION SYSTEM | INTEGRATED AQUA SYSTEMS, INC. - MODEL BSP-B2-U-1.5A-S0.5DHM-238-F-45FH | 1  | 120V | 1     | 60 |
| P-401                         | CIRCULATION PUMP  | ABYZZ A200, 10 GPM @ 20' TDH, NO STRAINER, SUBMERSIBLE                 |    |      |       |    |
| F-401                         | BAG FILTER        | DUAL BAG FILTER                                                        |    |      |       |    |
| FF-401                        | FOAM FRACTIONATOR | TUNZE DOC 9415DC, 4 GPM                                                |    |      |       |    |
| UV-401                        | UV STERILIZER     | 60 mJ/cm <sup>2</sup> , 90% UVT, 10 GPM                                |    |      |       |    |
| PG-401                        | PRESSURE GAUGE    | -                                                                      |    |      |       |    |
| HX-401                        | HEAT EXCHANGER    | 10,000 BTUHR, T16G-24-H-1NPT TITANIUM IMMERSION                        |    |      |       |    |
| LS-401                        | LEVEL SWITCH      | NARROW ANGLE LEVEL SWITCH                                              |    |      |       |    |
| P-402                         | HX PUMP           | WILO STAR 21 FC                                                        |    |      |       |    |
| FM-401                        | FLOW METER        | SIGNET 2551 FLOW SENSOR W/ 9900 TRANSMITTER                            |    |      |       |    |
|                               |                   |                                                                        |    |      |       |    |
| VB-401                        | VACUUM BREAKER    | HAYWARD VB SERIES, 3/4" FPT                                            |    |      |       |    |
|                               |                   |                                                                        |    |      |       |    |
|                               |                   |                                                                        |    |      |       |    |
|                               |                   |                                                                        |    |      |       |    |
|                               |                   |                                                                        |    |      |       |    |



TABLE 7: LSS E

| MECHANICAL EQUIPMENT SCHEDULE |                   |                                                                      |     |      |       |    |
|-------------------------------|-------------------|----------------------------------------------------------------------|-----|------|-------|----|
| ITEM TAG                      | DESCRIPTION       | SPECIFICATION                                                        | KW  | VAC  | PHASE | Hz |
|                               | FILTRATION SYSTEM | INTEGRATED AQUA SYSTEMS, INC. - MODEL BSP-B2-U-1A-S1/3DHM-238-F-45FH | 0.8 | 120V | 1     | 60 |
| P-501                         | CIRCULATION PUMP  | ABYZZ A100, 5 GPM @ 20' TDH, NO STRAINER, SUBMERSIBLE                |     |      |       |    |
| F-501                         | BAG FILTER        | DUAL BAG FILTER                                                      |     |      |       |    |
| FF-501                        | FOAM FRACTIONATOR | TUNZE DOC 9415DC, 4 GPM                                              |     |      |       |    |
| UV-501                        | UV STERILIZER     | 60 mJ/cm2, 90% UVT, 5 GPM                                            |     |      |       |    |
| PG-501                        | PRESSURE GAUGE    | -                                                                    |     |      |       |    |
| HX-501                        | HEAT EXCHANGER    | 10,000 BTU/HR, T18G-24-H-1NPT TITANIUM IMMERSION                     |     |      |       |    |
| LS-501                        | LEVEL SWITCH      | NARROW ANGLE LEVEL SWITCH                                            |     |      |       |    |
| P-502                         | HX PUMP           | WILO STAR 21 FC                                                      |     |      |       |    |
| FM-501                        | FLOW METER        | SIGNET 2551 FLOW SENSOR W/ 9900 TRANSMITTER                          |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
| VB-501 THRU VB-504            | VACUUM BREAKER    | HAYWARD VB SERIES, 3/4" FPT                                          |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |

TABLE 8: LSS F

| MECHANICAL EQUIPMENT SCHEDULE |                   |                                                                      |     |      |       |    |
|-------------------------------|-------------------|----------------------------------------------------------------------|-----|------|-------|----|
| ITEM TAG                      | DESCRIPTION       | SPECIFICATION                                                        | KW  | VAC  | PHASE | Hz |
|                               | FILTRATION SYSTEM | INTEGRATED AQUA SYSTEMS, INC. - MODEL BSP-B2-U-1A-S1/3DHM-238-F-45FH | 0.8 | 120V | 1     | 60 |
| P-601                         | CIRCULATION PUMP  | ABYZZ A100, 5 GPM @ 15' TDH, NO STRAINER, SUBMERSIBLE                |     |      |       |    |
| F-601                         | BAG FILTER        | DUAL BAG FILTER                                                      |     |      |       |    |
| FF-601                        | FOAM FRACTIONATOR | TUNZE DOC 9415DC, 4 GPM                                              |     |      |       |    |
| UV-601                        | UV STERILIZER     | 60 mJ/cm2, 90% UVT, 5 GPM                                            |     |      |       |    |
| PG-601                        | PRESSURE GAUGE    | -                                                                    |     |      |       |    |
| HX-601                        | HEAT EXCHANGER    | 15,000 BTU/HR, T16G-24-H-1NPT TITANIUM IMMERSION                     |     |      |       |    |
| LS-601                        | LEVEL SWITCH      | NARROW ANGLE LEVEL SWITCH                                            |     |      |       |    |
| P-602                         | HX PUMP           | WILO STAR 21 FC                                                      |     |      |       |    |
| FM-601                        | FLOW METER        | SIGNET 2551 FLOW SENSOR W/ 9900 TRANSMITTER                          |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
| VB-601                        | VACUUM BREAKER    | HAYWARD VB SERIES, 3/4" FPT                                          |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |

**TABLE 9: LSS G**

| MECHANICAL EQUIPMENT SCHEDULE |                   |                                                                      |     |      |       |    |
|-------------------------------|-------------------|----------------------------------------------------------------------|-----|------|-------|----|
| ITEM TAG                      | DESCRIPTION       | SPECIFICATION                                                        | KW  | VAC  | PHASE | Hz |
|                               | FILTRATION SYSTEM | INTEGRATED AQUA SYSTEMS, INC. - MODEL BSP-B2-U-1A-S1/3DHM-238-F-45FH | 0.8 | 120V | 1     | 60 |
| P-701                         | CIRCULATION PUMP  | ABYZZ A100, 5 GPM @ 15' TDH, NO STRAINER, SUBMERSIBLE                |     |      |       |    |
| F-701                         | BAG FILTER        | DUAL BAG FILTER                                                      |     |      |       |    |
| FF-701                        | FOAM FRACTIONATOR | TUNZE DOC 9415DC, 4 GPM                                              |     |      |       |    |
| UV-701                        | UV STERILIZER     | 60 mJ/cm2, 90% UVT, 5 GPM                                            |     |      |       |    |
| PG-701                        | PRESSURE GAUGE    | -                                                                    |     |      |       |    |
| HX-701                        | HEAT EXCHANGER    | 15,000 BTU/HR, T18G-24-H-1NPT TITANIUM IMMERSION                     |     |      |       |    |
| LS-701                        | LEVEL SWITCH      | NARROW ANGLE LEVEL SWITCH                                            |     |      |       |    |
| P-702                         | HX PUMP           | WILO STAR 21 FC                                                      |     |      |       |    |
| FM-701                        | FLOW METER        | SIGNET 2551 FLOW SENSOR W/ 9900 TRANSMITTER                          |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
| VB-701                        | VACUUM BREAKER    | HAYWARD VB SERIES, 3/4" FPT                                          |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |
|                               |                   |                                                                      |     |      |       |    |



**TABLE 10: CHILLER SYSTEM**[illegible]**TABLE 11: AERATION SYSTEM**[illegible]

**TABLE 12: AV SYSTEM**

| Roundhouse Aquarium - Revised Media Production and AV Hardware Matrix |                                                                                                                     |                            |                                                                                                                                                                                                         |
|-----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Version Date: 05-25-17                                                |                                                                                                                     |                            |                                                                                                                                                                                                         |
| AV #                                                                  | Exhibit Title                                                                                                       | AV Type                    | AV Hardware                                                                                                                                                                                             |
| AV01R                                                                 | Kelp Forest Entry Video Wall Right - <i>Includes audio soundscape</i>                                               | Video hardware systems     | 7 - 55" SunBriteDS Marquee outdoor video displays, computer, speakers ( <i>\$10k per screen - includes outdoor display</i> )                                                                            |
| AV01L                                                                 | Kelp Forest Entry Video Wall Left - Note: This program will include scenes and footage from the right wall program. | Video hardware systems     | 7 - 55" SunBriteDS Marquee outdoor video displays, computer, speakers                                                                                                                                   |
| AV02                                                                  | Program Monitor - West Gallery Pier Level                                                                           | Digital signage            | 55" commercial video displays, Mac mini or Windows computer, speakers ( <i>Note: This is a standard commercial HD display and not the outdoor SunBrite display specified for the Kelp Forest wall</i> ) |
| AV03                                                                  | Program Monitor - Mezzanine Discovery Area                                                                          | Digital signage            | 55" commercial video displays, Mac mini or Windows computer, speakers ( <i>Note: This is a standard commercial HD display and not the outdoor SunBrite display specified for the Kelp Forest wall</i> ) |
| AV Racks                                                              | AV Rack and tower mounting equipment                                                                                | Back of house AV equipment | Control Rack, Network Switch, Battery Backup, Control System, etc.                                                                                                                                      |

**TABLE 13: SECURITY SYSTEM**

|   |                                                                                       |
|---|---------------------------------------------------------------------------------------|
| 1 | <b>Double 22" Monitors</b><br><b>Double Sight DS-2200WB Dual LCD Monitor</b>          |
| 1 | <b>Horn: Exterior Siren Dual Tone (Yelp and Steady) Self-Contained Siren ELK-SS30</b> |
| 1 | <b>ExacqVision A-series Network Video Recorder</b>                                    |
| 1 | <b>Network Communicator 3G (HSPA) Cellular Alarm Communicator</b>                     |
| 1 | <b>Marine Grade Fish-eye Security Camera</b><br><b>IRIS 710</b>                       |
| 3 | <b>Marine Grade Security Cameras</b><br><b>IRIS 490</b>                               |



[illegible]

A photograph of a sculpture of a person in a dynamic pose, possibly a dancer or acrobat. The sculpture is primarily purple and white. The upper body and head are purple, while the lower body and limbs are white. The figure is in a crouched, almost dancing pose, with one leg extended forward and the other bent. The background is a cluttered workshop or studio, with various objects and materials visible on shelves and tables.



OCEATEA-01

SJOHNSON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2019

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).

|                                                                                                              |                                             |                                      |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>CalNonprofits Insurance Services<br>1500 41st Avenue, Suite 280<br>Capitola, CA 95010     | <b>CONTACT NAME:</b> Sandra Johnson         |                                      |
|                                                                                                              | <b>PHONE (A/C, No, Ext):</b> (888) 427-5222 | <b>FAX (A/C, No):</b> (831) 462-8529 |
| <b>INSURED</b><br><br>Oceanographics Teaching Stations, Inc.<br>129 18th Street<br>Manhattan Beach, CA 90267 | <b>E-MAIL ADDRESS:</b>                      |                                      |
|                                                                                                              | <b>INSURER(S) AFFORDING COVERAGE</b>        |                                      |
|                                                                                                              | <b>INSURER A:</b> Markel Insurance Company  |                                      |
|                                                                                                              | <b>INSURER B:</b>                           |                                      |
|                                                                                                              | <b>INSURER C:</b>                           |                                      |
|                                                                                                              | <b>INSURER D:</b>                           |                                      |
| <b>INSURER E:</b>                                                                                            |                                             |                                      |
| <b>INSURER F:</b>                                                                                            |                                             |                                      |
| <b>NAIC #</b><br>38970                                                                                       |                                             |                                      |

## 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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X X                | HUG3980-01    | 9/15/2018               | 9/15/2019               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                                  |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                          |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                             |                    | HUU3981-01    | 9/15/2018               | 9/15/2019               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                               | N/A                |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Manhattan Beach, their agents, officers, employees and contractors are Additional Insured as respects operations of the Named Insured. General Liability coverage is Primary & Non-Contributory per attached Endorsements CG 20 26 04 13 & IL12011185/CG 20 01 04 13; Waiver of Subrogation applies per attached General Liability Plus Enhancement Endorsements MGL12420314.

## CERTIFICATE HOLDER

## CANCELLATION

City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

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





## Markel Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

#### SCHEDULE

|                                                                       |                                                      |
|-----------------------------------------------------------------------|------------------------------------------------------|
| Limited Product Withdrawal Expense                                    | \$10,000 All Product Withdrawal Expenses             |
| Extended Property Damage – Expected Or Intended Injury                | Included                                             |
| Non-Owned Watercraft                                                  | Increased To 51 Feet Long                            |
| Non-Owned Aircraft                                                    | If Rented Or Loaned With A Paid Crew                 |
| Property Damage To Borrowed Equipment                                 | \$10,000 Each Occurrence                             |
| Property Damage To Customers' Goods                                   | \$10,000 Each Occurrence                             |
| Damage To Premises Rented To You                                      | Equal To The General Liability Each Occurrence Limit |
| Property Damage From Elevator Use                                     | Included                                             |
| Personal And Advertising Injury From Televised Or Videotaped Material | Included                                             |
| Supplementary Payments                                                |                                                      |
| Bail Bonds                                                            | Up To \$5,000                                        |
| Loss Of Earnings                                                      | Up To \$500 A Day                                    |
| Medical Personnel                                                     | \$100,000 Any One Person                             |
| Broadened Definition Of Insured                                       | Included                                             |
| Automatic Additional Insureds                                         |                                                      |
| When Required By Contract Or Agreement                                | Included                                             |
| Managers Or Lessors Of Premises                                       | Included                                             |
| Mortgagees, Assignees Or Receivers                                    | Included                                             |
| Vendors                                                               | Included                                             |
| Medical Payments                                                      | \$10,000 Any One Person (Unless Excluded)            |
| Each Location And Each Project Aggregates                             | Equal To The General Aggregate Limit                 |
| Duties In The Event Of Occurrence, Offense, Claim Or Suit             | Included                                             |
| Unintentional Failure To Disclose All Hazards                         | Included                                             |
| Waiver Of Transfer Of Rights Of Recovery Against Others To Us         | Included                                             |
| Liberalization                                                        | Included                                             |
| Mental Anguish Resulting From Bodily Injury                           | Included                                             |
| Broadened Definition Of Mobile Equipment                              | Included                                             |



## **A. LIMITED PRODUCT WITHDRAWAL EXPENSE**

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

### **LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE**

#### **Insuring Agreement**

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product withdrawal" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product withdrawal".

- c. We will reimburse "product withdrawal expenses" only if:

- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
- (2) The expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product withdrawal" was produced during the policy period.

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

#### **Exclusions**

This insurance does not apply to "product withdrawal expenses" arising out of:

- a. **Breach Of Warranty And Failure To Conform To Intended Purpose**

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

- b. **Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark**

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

- c. **Chemical Transformation, Deterioration Or Decomposition**

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

- (1) An error in manufacturing, design or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

**d. Goodwill, Market Share, Revenue, Profit Or Redesign**

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

**e. Expiration Of Shelf Life**

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

**f. Known Defect**

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

**g. Otherwise Excluded Products**

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A—Bodily Injury And Property Damage Liability.

**h. Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

**i. Defense Of Claim**

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

**j. Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

**k. Pollution-Related Expenses**

Any loss, cost or expense due to any:

- (1) Request, demand, order, 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
- (2) 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".

**2. The following is added to Section III – Limits Of Insurance:**

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

- a. Insureds;
- b. "Product withdrawals" initiated; or
- c. "Your products" withdrawn.

**3. Section IV – Commercial General Liability Conditions is amended as follows:**

- a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

**2. Duties In The Event Of A Defect Or A Product Withdrawal**



- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
  - (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

**Concealment Or Fraud**

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

**Product Tampering Limitation**

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

- 4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.



c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or
- (2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

- (1) Costs of notification;
- (2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- (3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;
- (4) Costs of computer time;
- (5) Costs of hiring independent contractors and other temporary employees;
- (6) Costs of transportation, shipping or packaging;
- (7) Costs of warehouse or storage space; or
- (8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

## **B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY**

Exclusion 2.a. Expected Or Intended Injury under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

### **a. Expected Or Intended Injury**

"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.

## **C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT**

Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph (2) is replaced by the following:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge;

2. The following is added:

- (6) "Bodily injury" or "property damage" arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs (2) or (6) above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

#### **D. PROPERTY DAMAGE TO BORROWED EQUIPMENT**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a. Not being used to perform operations; and
- b. Away from an insured's premises.

2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

#### **E. PROPERTY DAMAGE TO CUSTOMERS' GOODS**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section III – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph 1. above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or



g. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops; and
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

#### **F. DAMAGE TO PREMISES RENTED TO YOU**

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph (6) of Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

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. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

2. The final paragraph of Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while 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 III – Limits Of Insurance.

3. Paragraph 6. under Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

4. Paragraph 4.b.(1)(a)(ii) of the Commercial General Liability Coverage Form, and Paragraph 4.b.(1)(a)(iii) of the Commercial General Liability Coverage Form (Claims-Made Version) under Section IV – Commercial General Liability Conditions are replaced by the following:

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

5. Paragraph a. of Definition 9. “insured contract” is replaced by the following:

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, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

#### **G. PROPERTY DAMAGE FROM ELEVATOR USE**

1. The following is added to Exclusion 2.j. Damage To Property under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3), (4) and (6) of this exclusion do not apply if such “property damage” arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph 1. above is excess over any other valid and collectible insurance which applies to a loss because of “property damage” arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

#### **H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL**

1. Exclusions 2.b. and 2.c. under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability are replaced by the following:

b. **Material Published With Knowledge Of Falsity**



"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**2. Paragraphs d. and e. of the definition of "personal and advertising injury" are replaced by the following:**

- d.** Oral, written or professionally produced televised or videotaped publication, in any manner, 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 or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

**I. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS**

Paragraphs **1.b.** and **1.d.** under Section **I – Coverages, Supplementary Payments – Coverages A And B** are replaced by the following:

- b.** Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;
- d.** 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 the amount shown in the Schedule of this endorsement because of time off from work;

**J. MEDICAL PERSONNEL**

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

- 1.** Paragraph **2.a.(1)(d)** under Section **II – Who Is An Insured** does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.
- 2.** The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

**K. BROADENED DEFINITION OF INSURED**

Section **II – Who Is An Insured** is amended as follows:

- 1.** The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to managers at the supervisory level or above.

- 2.** Paragraph **2.** is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

- 3.** Paragraph **3.a.** is replaced by the following:

- a.** Coverage for your newly acquired or formed organization shall be:

**(1)** Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period of this Coverage Form.

#### **L. AUTOMATIC ADDITIONAL INSURED**

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

**a. When Required By Contract Or Agreement**

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”. However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you; and

(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by or for you, including:

(a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection or engineering services.

(3) This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.

(4) This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services.

(5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.

(6) A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.

(7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.



- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

**b. Managers Or Lessors Of Premises**

Any person or organization who leases to you or manages property you rent or lease, 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 in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

**c. Mortgagees, Assignees Or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

**d. Vendors**

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and 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.

- (1) The following additional exclusions apply to such vendors:

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;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "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 subparagraphs (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.
  - (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
  - (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.
2. The insurance provided to such automatic additional insureds:
- a. Only applies to the extent permitted by law; and
  - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.
3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable limits of insurance shown in the Declarations,
- whichever is less.
- The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

#### **M. MEDICAL PAYMENTS**

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph 7. under Section III – Limits Of Insurance is replaced by the following:

- 7. Subject to Paragraph 5. above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

#### **N. EACH LOCATION AND EACH PROJECT AGGREGATES**

The following is added to Section III – Limits Of Insurance:

- 1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A, and for all medical expenses caused by accidents under Coverage C, which can be attributed only to operations at a single designated covered "location" or covered construction project:
  - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
  - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C, regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or "suits" brought; or
    - (3) Persons or organizations making claims or bringing "suits".



- c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
  - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
    - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
    - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
  3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
  4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
  5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
  6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

The following is added to Condition **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

**P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Condition **6**. Representations under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to Condition **8**. Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

**R. LIBERALIZATION**

The following is added to Section **IV** – Commercial General Liability Conditions:

### **Liberalization Clause**

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

### **S. MENTAL ANGUISH RESULTING FROM BODILY INJURY**

Definition 3. "bodily injury" is replaced by the following:

**3. "Bodily injury" means:**

- a.** Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b.** Death resulting from bodily injury, sickness or disease.

### **T. BROADENED DEFINITION OF MOBILE EQUIPMENT**

The following is added to Paragraph **f.(1)** of Definition **12**. "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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:

1. In the performance of your ongoing operations;  
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

Policy Change  
Number 1

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                               |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------|
| POLICY NUMBER<br><br>HUG3980-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | POLICY CHANGES<br>EFFECTIVE<br><br>04/19/2019 | COMPANY<br><br>Markel Insurance Company |
| NAMED INSURED<br>Oceanographic Teaching Station<br>P.O. Box 1<br>Manhattan Beach, CA 90266                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                               | AUTHORIZED REPRESENTATIVE<br>Bruce Kay  |
| COVERAGE PARTS AFFECTED<br>Commercial General Liability Coverage Form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                               |                                         |
| <p style="text-align: center;">CHANGES</p> <p>It is understood and agreed that the policy is amended as follows:<br/>Line of Business: General Liability<br/>The following coverage are added:<br/>Primary and Non-Contributory - Other Insurance Condition (Added)<br/>Name of Person Or Organization</p> <p>City of Manhattan Beach<br/>1400 Highland Ave.<br/>Manhattan Beach, CA 90266<br/>The following forms are added:<br/>CG 20 01 (04-13) Primary And Non-Contributory - Other Insurance Condition<br/>All other terms and conditions remain unchanged.</p> |                                               |                                         |



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Policy Number: BA040000000734  
Effective Date: 06/29/2018



### Renewal Declarations

**Important Notice:** This renewal declarations page reflects a lapse in coverage from 06/25/2018 to 06/29/2018 at 04:43 PM.

## BUSINESS AUTO DECLARATIONS

For resolving issues or other information you can contact your agent or Mercury using the below phone numbers:

|                                                                                                                                                         |                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Issued By:</b><br>California Automobile Insurance Company<br>P.O. Box 10730<br>Santa Ana, CA 92711-0730<br><b>Billing:</b><br>Claims: (800) 503-3724 | <b>Agent:</b><br>TUSTIN INSURANCE AGENCY<br>17621 IRVINE BLVD STE 112<br>TUSTIN, CA 92780<br>Agent Number: 044366<br>Agent Phone: (714) 838-1704 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|

| ITEM ONE | GENERAL INFORMATION |
|----------|---------------------|
|----------|---------------------|

**Named Insured:** Oceanographic Teaching Station

**Mailing Address:** PO Box 1,  
Manhattan Beach, CA 90267-0001

**Policy Period:** From 06/29/2018 to 06/29/2019 at 12:01 AM Standard Time at your mailing address

**Business Type:** Services - General

**Business Category:** Services

**Form of Business:** Not for Profit Organization

**Total Policy Premium:** \$2,391.76

This policy may be subject to final audit. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

| ENDORSEMENTS ATTACHED TO THIS POLICY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| IL 00 17 11 98 - Common Policy Conditions<br>IL 00 21 09 08 - Nuclear Energy Liability Exclusion<br>IL 00 03 09 08 - Calculation of Premium<br>CA 00 01 10 13 - Business Auto Coverage Form<br>CA 01 21 10 13 - Limited Mexico Coverage<br>CA 01 43 05 17 - California Changes<br>IL 02 70 09 12 - California Changes - Cancellation and<br>CA 23 94 10 13 - Silica or Silica Related Dust Exclusion<br>IL N 119 10 15 - California Auto Body Repair Consumer Bill of<br>MCA650CW1215 - Transportation Network and Livery<br>MCANONFAC0516 - Permanently Attached Non-Factory<br>CA 21 54 10 13 - California Uninsured Motorists Coverage - | CA 21 55 10 13 - California Uninsured Motorists Coverage -<br>CA 03 05 10 13 - California Changes - Waiver of Collision |



Policy Number: BA040000000734  
Effective Date: 06/29/2018



**ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

| Coverages                                           | Coverage Symbol | Limit<br>The Most We Will Pay For Any One Accident Or Loss                                                                                                                                                                    | Premium    |
|-----------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| Liability                                           | 1               | \$1,000,000 CSL                                                                                                                                                                                                               | \$1,569    |
| Medical Payments                                    |                 |                                                                                                                                                                                                                               |            |
| Uninsured Motorists Bodily Injury                   | 2               | \$300,000 CSL                                                                                                                                                                                                                 | \$178      |
| Uninsured Motorists Property Damage                 |                 |                                                                                                                                                                                                                               |            |
| Comprehensive                                       | 7               | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning. See ITEM FOUR For Hired Or Borrowed Autos. | \$72       |
| Specified Causes of Loss                            |                 | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto For Loss Caused By Mischief Or Vandalism. See ITEM FOUR For Hired Or Borrowed Autos.                       |            |
| Collision                                           | 7               | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible Shown in ITEM THREE For Each Covered Auto. See ITEM FOUR For Hired Or Borrowed Autos.                                                                | \$286      |
| Premium For ITEM FOUR (Hired Auto Coverage)         |                 |                                                                                                                                                                                                                               | \$100.00   |
| Premium For ITEM FIVE (Non-Ownership Liability)     |                 |                                                                                                                                                                                                                               | \$174.00   |
| Premium For Endorsements                            |                 |                                                                                                                                                                                                                               | \$11.00    |
| Miscellaneous Fees and Expense                      |                 |                                                                                                                                                                                                                               |            |
| California Consumer Services and Fraud Program Fees |                 |                                                                                                                                                                                                                               | \$1.76     |
| Total Policy Premium                                |                 |                                                                                                                                                                                                                               | \$2,391.76 |

Policy Number: BA040000000734  
Effective Date: 06/29/2018



| ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN |                       |              |                   |                 |    |          |
|----------------------------------------------|-----------------------|--------------|-------------------|-----------------|----|----------|
| Covered Auto No.                             | Description           | Body Type    | VIN               | Garaging        |    |          |
|                                              |                       |              |                   | City            | ST | Zip Code |
| 1                                            | 2009 GMC SAVANA G2500 | Light Trucks | 1GTGG25K591114454 | Manhattan Beach | CA | 90266    |
|                                              |                       |              |                   |                 |    |          |
|                                              |                       |              |                   |                 |    |          |
|                                              |                       |              |                   |                 |    |          |

| Covered Auto No. | Radius (In Miles) | Vehicle Use | Business Use | *Stated Amount | Non-Factory Equipment Limit | Loss Payee |
|------------------|-------------------|-------------|--------------|----------------|-----------------------------|------------|
| 1                | Up to 50 Miles    | Business    | Service      |                |                             |            |
|                  |                   |             |              |                |                             |            |
|                  |                   |             |              |                |                             |            |
|                  |                   |             |              |                |                             |            |

\* Stated Amount coverage lists your vehicle's actual cash value, including the actual cash value of any Non-Factory Equipment permanently attached to the vehicle that you disclose to us, and is the most we will pay for a loss. Non-Factory Equipment coverage is subject to a sub-limit shown on the Declarations. Be sure to check the Stated Amount and Non-Factory Equipment sub-limit at every renewal in order to receive the best value from your Mercury Business Auto policy.

| COVERAGES, PREMIUMS, LIMITS, AND DEDUCTIBLES                                                                                                                |                   |                               |                          |                            |               |         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------|--------------------------|----------------------------|---------------|---------|
| (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.) |                   |                               |                          |                            |               |         |
| Covered Auto No.                                                                                                                                            | Liability Premium | Auto Medical Payments Premium | UM Bodily Injury Premium | UM Property Damage Premium | Comprehensive |         |
|                                                                                                                                                             |                   |                               |                          |                            | Deductible    | Premium |
| 1                                                                                                                                                           | \$1,569           |                               | \$178                    |                            | \$1,000       | \$72    |
|                                                                                                                                                             |                   |                               |                          |                            |               |         |
|                                                                                                                                                             |                   |                               |                          |                            |               |         |
|                                                                                                                                                             |                   |                               |                          |                            |               |         |

| Covered Auto No. | Specified Causes Of Loss |         | Collision  |         | CDW Premium | Roadside Assistance  |         |
|------------------|--------------------------|---------|------------|---------|-------------|----------------------|---------|
|                  | Deductible               | Premium | Deductible | Premium |             | Limit Per Occurrence | Premium |
| 1                |                          |         | \$1,000    | \$286   | \$11        |                      |         |
|                  |                          |         |            |         |             |                      |         |
|                  |                          |         |            |         |             |                      |         |
|                  |                          |         |            |         |             |                      |         |

| Covered Auto No. | Rental Reimbursement              |         | Auto Loan/Lease Gap Premium | Audio, Visual, & Data Equipment |         | Total Vehicle Premium |
|------------------|-----------------------------------|---------|-----------------------------|---------------------------------|---------|-----------------------|
|                  | Maximum Payment Each Covered Auto | Premium |                             | Limit                           | Premium |                       |
| 1                |                                   |         |                             |                                 |         | \$2,116.00            |
|                  |                                   |         |                             |                                 |         |                       |
|                  |                                   |         |                             |                                 |         |                       |
|                  |                                   |         |                             |                                 |         |                       |



Policy Number: BA040000000734  
Effective Date: 06/29/2018



| TOTAL PREMIUMS                              |         |
|---------------------------------------------|---------|
| Liability                                   | \$1,569 |
| Medical Payments                            |         |
| Uninsured Motorists Bodily Injury           | \$178   |
| Uninsured Motorists Property Damage         |         |
| Collision Deductible Waiver                 | \$11    |
| Comprehensive                               | \$72    |
| Specified Causes of Loss                    |         |
| Collision                                   | \$286   |
| Roadside Assistance                         |         |
| Rental Reimbursement                        |         |
| Loan/Lease Gap                              |         |
| Audio, Visual and Data Electronic Equipment |         |

#### ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

| Estimated Annual Cost Of Hire | Liability Coverage | Physical Damage Coverage                                                                              |         | Total ITEM FOUR Premium |
|-------------------------------|--------------------|-------------------------------------------------------------------------------------------------------|---------|-------------------------|
|                               | Premium            | Limit Of Insurance                                                                                    | Premium |                         |
| If Any                        | \$100              | Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$500 Deductible For Each Covered Auto. |         | \$100                   |

#### ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY

| Number Of Employees (Including Volunteers) | Total ITEM FIVE Premium |
|--------------------------------------------|-------------------------|
| 0-10                                       | \$174                   |

#### ADDITIONAL INFORMATION

| Discounts                                                                                     |
|-----------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Multi-Line</li> <li>Auto Pay - EFT Discount</li> </ul> |

| Driver Information        |                  |
|---------------------------|------------------|
| Listed Drivers            | Excluded Drivers |
| ERIC MARTIN               |                  |
| BRITTENY OLAES            |                  |
| VALERIE HILL              |                  |
| HOLLY LEEANN SUTHER       |                  |
| JUAN ANGELO MONTOYA LOPEZ |                  |

Policy Number: BA040000000734  
Effective Date: 06/29/2018



| Additional Equipment Cost New |               |          |                 |
|-------------------------------|---------------|----------|-----------------|
| Covered Auto No.              | Description   | Cost New | Equipment Type  |
| 1                             | Rubber lining | \$1,000  | Other equipment |



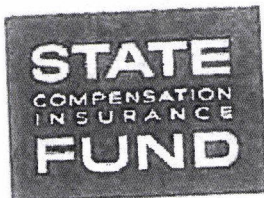
# Markel Insurance Company

## EXCESS/UMBRELLA DECLARATIONS

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------|
| POLICY NUMBER: HUU3981-01                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               | RENEWAL OF POLICY: NEW                                                                                                   |
| Named Insured and Mailing Address:<br>Oceanographic Teaching Station<br>P.O. Box 1<br>Manhattan Beach, CA 90266                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               |                                                                                                                          |
| Policy Period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | From: 9/15/18 | To: 9/15/19<br>At 12:01 a.m. standard time at your mailing address shown above                                           |
| This policy provides <input type="checkbox"/> Excess Liability coverage only or <input type="checkbox"/> Umbrella Liability coverage only.<br><i>Only the policy provisions applicable to the type of coverage checked in the above box will apply. Please refer to the appropriate sections of the policy for what is and is not covered according to coverage type.</i>                                                                                                                                                                                                         |               |                                                                                                                          |
| <b>IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</b>                                                                                                                                                                                                                                                                                                                                                                                                                          |               |                                                                                                                          |
| Policy Premium: \$ 2,500.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                                                                                                          |
| <input type="checkbox"/> Direct Billed <input type="checkbox"/> Agency Billed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |                                                                                                                          |
| Limits of Insurance:<br>General Aggregate \$ 2,000,000<br>Products-Completed Operations Aggregate \$ 2,000,000<br>Each Occurrence \$ 2,000,000<br>Each Person - Personal And Advertising Injury \$ 2,000,000<br>Self-Insured Retention - Each Occurrence \$ 10,000                                                                                                                                                                                                                                                                                                                |               |                                                                                                                          |
| <b>THIS POLICY PROVIDES CLAIMS-MADE COVERAGE FOR THE UNDERLYING INSURANCE SHOWN AS CLAIMS-MADE IN THE SCHEDULE OF UNDERLYING INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.</b><br>This insurance does not apply to Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury written under Section II – Umbrella Liability Coverage which occurs before the Retroactive Date shown below. <b>N/A in New York</b><br>Retroactive Date:<br>(Enter a date only when one or more underlying insurance coverages are claims-made.) |               |                                                                                                                          |
| Producer Number, Name and Mailing Address<br>86630 NAC Insurance Administration Corporation<br>P.O. Box 640<br>Capitola, CA 95010                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                                                                                          |
| Forms and Endorsements attached to this policy at time of issuance:<br><br>See Schedule of Forms and Endorsements                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |               |                                                                                                                          |
| <b>These declarations, together with the Coverage Form(s) and any Endorsement(s), complete the above numbered policy.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |                                                                                                                          |
| Issue Date: September 21, 2018 At: Kennesaw, GA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |               | By: <br>(Authorized Representative) |

| Named Insured: Oceanographic Teaching Station                                                                                                                                                                  |                                                                                                                                                                                                                                                                        | Policy Number: HUU3981-01                                                            |                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EXCESS/UMBRELLA POLICY</b><br><b>SCHEDULE OF UNDERLYING INSURANCE</b><br><small>(An "X" in the Type of Coverage boxes below ( ) indicates these coverages are provided by the underlying policies.)</small> |                                                                                                                                                                                                                                                                        |                                                                                      |                                                                                                                                                                                                                                                                                          |
| Carrier, Policy Number,<br>Policy Period (If Applicable)                                                                                                                                                       | Type of Coverage                                                                                                                                                                                                                                                       | Underlying Limits of Insurance                                                       |                                                                                                                                                                                                                                                                                          |
| Carrier: Markel Insurance Company<br><br>Policy Number: HUG3980-01<br><br>Policy Period: 9/15/18 - 9/15/19                                                                                                     | <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made<br><br><input type="checkbox"/> Commercial General Liability<br><input type="checkbox"/> Liquor Liability<br><input type="checkbox"/><br><input type="checkbox"/><br><input type="checkbox"/> | \$ 2,000,000<br>\$ 2,000,000<br>\$ 1,000,000<br>\$ 1,000,000<br>\$<br>\$<br>\$<br>\$ | General Aggregate<br>Products-Completed Operations Aggregate<br>Each Occurrence<br>Personal And Advertising Injury -<br>Each Person Or Organization                                                                                                                                      |
| Carrier: Markel Insurance Company<br><br>Policy Number: HUG3980-01<br><br>Policy Period: 9/15/18 - 9/15/19                                                                                                     | <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made<br><br><input type="checkbox"/> Professional Liability                                                                                                                                        | \$ 1,000,000<br>\$ 2,000,000                                                         | Each Wrongful Act<br>Aggregate                                                                                                                                                                                                                                                           |
| Carrier:<br><br>Policy Number:<br><br>Policy Period:                                                                                                                                                           | <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made<br><br><input type="checkbox"/> Employee Benefits Liability                                                                                                                                   | \$<br>\$                                                                             | Each Employee<br>Aggregate                                                                                                                                                                                                                                                               |
| Carrier:<br><br>Policy Number:<br><br>Policy Period:                                                                                                                                                           | <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made<br><br><input type="checkbox"/> Liquor Liability                                                                                                                                              | \$<br>\$                                                                             | Each Common Cause<br>Aggregate                                                                                                                                                                                                                                                           |
| Carrier:<br><br>Policy Number:<br><br>Policy Period:                                                                                                                                                           | <input type="checkbox"/> Stop Gap - Employers Liability                                                                                                                                                                                                                | \$<br>\$<br>\$                                                                       | Bodily Injury By Accident<br>Bodily Injury By Disease – Each Person<br>Bodily Injury By Disease – Policy Limit                                                                                                                                                                           |
| Carrier: California Automobile Insurance C<br><br>Policy Number: BA040000000734<br><br>Policy Period: 06/29/2018 - 06/29/2019                                                                                  | <input type="checkbox"/> Business Automobile Liability<br><input type="checkbox"/> Owned Automobiles<br><input type="checkbox"/> Non-Owned Automobiles<br><input type="checkbox"/> Hired Automobiles                                                                   | \$ 1,000,000                                                                         | Each Accident                                                                                                                                                                                                                                                                            |
| Carrier:<br><br>Policy Number:<br><br>Policy Period:                                                                                                                                                           | <input type="checkbox"/> Auto Dealer Liability<br><input type="checkbox"/> Owned Automobiles<br><input type="checkbox"/> Non-Owned Automobiles<br><input type="checkbox"/> Hired Automobiles                                                                           | \$<br>\$<br>\$<br>\$<br>\$                                                           | Covered Autos Liability - Each Accident<br>General Liability Bodily Injury And Property<br>Damage Liability – Each Accident<br>Personal And Advertising Injury Liability –<br>Any One Person Or Organization<br>General Liability Aggregate<br>Products And Work You Performed Aggregate |





This document does not provide insurance

**Applicant Copy**

Quote ID: 801152366

**THIS IS NOT A BILL**

Quote Date: 9/4/2018

**Applicant:** OCEANOGRAPHIC TEACHING STATIONS, INC (A NON-PROFIT CORP)  
PO BOX 1  
MANHATTAN BEACH, CA 90267

**Phone:** (310) 546-3601

**Fax:** (310) 937-9366

**Contact:** Charles Milam

**WCIRB Number:** 6198667

**Proposed Coverage period:** 11/1/2018 - 11/1/2019

**Employer's Liability Limit:** \$1,000,000.00

**Estimated Premium Summary**

|                                       |                   |
|---------------------------------------|-------------------|
| Base Premium                          | \$7,036.00        |
| Experience Modification               | N/A               |
| Estimated Standard Premium            | \$7,036.00        |
| Estimated Modified Premium            | \$8,006.00        |
| <b>Total Estimated Annual Premium</b> | <b>\$7,666.00</b> |
| <b>Minimum Premium</b>                | <b>\$500.00</b>   |
| <b>Mandatory Surcharges</b>           |                   |
| WCA Surcharge                         | \$62.00           |
| WCFA Surcharge                        | \$20.00           |
| UEBT Surcharge                        | \$4.00            |
| SIBT Surcharge                        | \$28.00           |
| OSHF Surcharge                        | \$20.00           |
| LEC Surcharge                         | \$16.00           |
| CIGA Surcharge                        | \$153.00          |
| Initial Premium Deposit               | \$767.00          |
| <b>Total Deposit</b>                  | <b>\$1,070.00</b> |

**State Fund Representative:** Eugenia Wheeler

**Phone:** (707) 455-9083



P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-21-2019

GROUP:  
POLICY NUMBER: 1766056-2018  
CERTIFICATE ID: 5  
CERTIFICATE EXPIRES: 11-01-2019  
11-01-2018/11-01-2019

CITY OF MANHATTAN BEACH  
1400 HIGHLAND AVE  
MANHATTAN BEACH CA 90266-4728

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2019-05-21 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
CITY OF MANHATTAN BEACH

ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2018-11-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

OCEANOGRAPHIC TEACHING STATIONS, INC (A SC  
NON-PROFIT CORP) DBA: ROUNDHOUSE AQUARIUM  
TEACHING CENTER  
PO BOX 1  
MANHATTAN BEACH CA 90267

[STD,CN]





P.O. BOX 8192, PLEASANTON, CA 94588

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-21-2019

GROUP:  
POLICY NUMBER: 1766056-2018  
CERTIFICATE ID: 5  
CERTIFICATE EXPIRES: 11-01-2019  
11-01-2018/11-01-2019

CITY OF MANHATTAN BEACH  
1400 HIGHLAND AVE  
MANHATTAN BEACH CA 90266-4728

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A handwritten signature in black ink, appearing to read "Kurt R. LaF...".

Authorized Representative

A handwritten signature in black ink, appearing to read "Vernon Steiner".

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2019-05-21 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
CITY OF MANHATTAN BEACH

ENDORSEMENT #2572 ENTITLED BLANKET WAIVER OF SUBROGATION EFFECTIVE 2018-11-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY

EMPLOYER

OCEANOGRAPHIC TEACHING STATIONS, INC (A SC  
NON-PROFIT CORP) DBA: ROUNDHOUSE AQUARIUM  
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