

CITY OF SAN DIEGO

KAYAK CONCESSION AGREEMENT

THIS CITY OF SAN DIEGO CONCESSION AGREEMENT ("Agreement") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), EVERYDAY CALIFORNIA HOLDINGS, LLC a California limited liability company ("CONCESSIONAIRE"), to be effective April 1, 2020 following the execution by the City Attorney ("Effective Date"), as follows:

1. **Incorporated Documents.** This Agreement is created pursuant to the City of San Diego REQUEST FOR PROPOSAL ("RFP") for Kayak Concessions issued by the CITY on November 19, 2019, and CONCESSIONAIRE's proposal in response to the RFP, dated January 10, 2020. Attached and incorporated herein are the following documents: **Site Map (Exhibit A); Primary Kayak Tour Schedule (Exhibit B-1); Secondary Kayak Tour Schedule (Exhibit B-2); Kayak Concession Requirements (Exhibit C); and CONCESSIONAIRE'S Operating Plan (Attachment A).** Additional terms and conditions listed in the RFP shall also apply throughout the term of the Agreement.
2. **Right to Enter.** Subject to the terms and conditions of this Agreement, CITY hereby grants permission to CONCESSIONAIRE, its employees, agents and contractors to operate Kayak Concessions ("Concessions") within the City beach known as La Jolla Shores, in the boat launch zone and on the beach which extends 125 feet north from the southern end of the westerly extension of Avenida De La Playa, as depicted on **Exhibit A, hereinafter referred to as the "Site."**

Concessions at the Site may be terminated or changed for any reason by CITY upon thirty (30) days written notice from CITY to CONCESSIONAIRE. However, the CITY may terminate or change any and all concessions at the Site without any notice to Concessionaire's if such termination or change is in the interest of public safety. If an alternate site is not available, a proportionate amount of the fixed concession Minimum Fee (as specified in Section 10.B.) may be adjusted by CITY for the deleted site.
3. **Allowed Uses.** This Agreement is granted to CONCESSIONAIRE for the sole purpose of allowing CONCESSIONAIRE to operate Kayak Concessions. The term Concessions means an operation involving the conducting of kayak tours and rentals, the sale of souvenir photos and videos of the tours, as well as delivering and removing rental and tour kayaks serving the general public under the terms and conditions of this Agreement. There shall be no commercial use of Laureate or Kellogg Parks by the CONCESSIONAIRE. No solicitation or marketing is permitted on any portion of any City beach. Renting or selling of beach equipment or any other merchandise is not allowed under this Agreement. Any use of the Site other than for Concessions as described herein shall constitute good cause for immediate termination of this Agreement.
4. **Maximum Days and Hours of Operation.** CONCESSIONAIRE shall not conduct any Concession prior to 8 a.m. daily throughout each Agreement Year (defined in Section 6). All

kayaks must be removed from the designated storage area before dark. All kayak tours are to be completed and out of the water fifteen (15) minutes before sunset daily.

CITY reserves the right to change the days and/or hours of operation at its discretion. All Concession operations are permitted seven days a week with the following exceptions:

- A. Under no circumstances are operations permitted on the 4th of July holiday each year.
 - B. Special Events. Unless otherwise authorized by the CITY, CONCESSIONAIRE shall not be allowed to operate Concessions within certain areas of the Site during days in which "Special Events," as defined in San Diego Municipal Code section 22.4003, are scheduled by CITY in this area. CITY shall give CONCESSIONAIRE fourteen (14) days advance written notice of any such "Special Events."
- 5. Competent Management. Throughout the term of this Agreement, CONCESSIONAIRE shall provide competent management of the Concession and the Site for the permitted uses to the satisfaction of the CITY. CONCESSIONAIRE covenants at all times to operate the Concession for the above-specified purposes and diligently conduct the Concession to maximize gross revenue.
 - 6. Term. The term of this Agreement ("Term") shall be thirty-six (36) months commencing on the Effective Date. Agreement Year ("Agreement Year") as used in this Agreement means any of the three (3) consecutive twelve (12) month periods beginning with the Effective Date. The City may extend this Agreement at the end of the initial 3-year term by up to two (2) additional twelve (12) month periods. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party. Any written notice to this effect shall be served in accordance with Section 47 of this Agreement.
 - 7. Holding Over. Any use of the Concession Site by CONCESSIONAIRE after the expiration of this Agreement is not permitted without the written consent of the CITY. Any such extensions will continue as month-to-month extensions of this Agreement. If CONCESSIONAIRE continues use of the Site after the expiration or earlier termination of this Agreement without obtaining CITY approval, such use shall neither constitute a renewal or extension of this Agreement, nor give CONCESSIONAIRE any rights in or to the Site. Any holdover of the Term of the Agreement beyond sixty (60) months -must be approved by CITY.
 - 8. Revocable License. This Agreement is not a lease. It is a license to use CITY-owned property, and may be revoked, terminated, or suspended by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by CONCESSIONAIRE as a result of the revocation, termination, or suspension of this Agreement. CONCESSIONAIRE expressly waives any claim for expense or loss which CONCESSIONAIRE might incur as a result of CITY's revocation, termination, or suspension of this Agreement or for the scheduling of any Special Events pursuant to Section 4.B that conflict with or prohibit CONCESSIONAIRE's use the Site.

9. Special Provisions

- A. Operating Plan. The Operating Plan for the proposed Agreement Year submitted with the CONCESSIONAIRE's response to the CITY'S RFP, shall be revised by CONCESSIONAIRE, if required by CITY to meet CITY's approval, and the final CITY approved Operating Plan shall be incorporated into this Agreement as **Attachment A: Operating Plan**, attached hereto. *Within sixty (60) days prior to the beginning of the second Agreement Year, and for every Agreement Year thereafter, the CONCESSIONAIRE will provide the CITY with an Operating Plan for the coming Agreement Year (twelve (12) calendar months) for the CITY's approval.* These Operating Plans must be submitted by February 1st of each calendar year for the upcoming season under this Agreement. All Operating Plans submitted to the CITY should be consistent with the format and content of the originally approved Operating Plan. CITY will have the right to approve or disapprove the proposed Operating Plan. Once approved, CONCESSIONAIRE will not make any changes to the Operating Plan without prior written approval of CITY. At all times, the CONCESSIONAIRE shall ensure that all operations permitted under this Agreement comply with the Kayak Concession Requirements incorporated herein as **Exhibit C: Kayak Concession Requirements**, attached hereto. Failure to provide an Operating Plan as described in this paragraph will constitute a material breach of this Agreement.

The CITY reserves the right to make changes at any time to the tour schedules and/or the number of individual kayak rentals permitted based on operational and safety considerations. At all times, the CONCESSIONAIRE shall ensure that all permitted operations comply with the Kayak Concession Requirements incorporated herein as **Exhibit C: Kayak Concession Requirements**.

- B. Exclusiveness of Agreement and Unauthorized Vending. In addition to Special Events described in Section 4.B., CITY may, during the term of this Agreement, enter into Agreements with other concessionaires to provide -related Concessions during times not scheduled for operations in the approved Operating Plan at the Site permitted in this Agreement. In addition, should any existing launch times become vacant throughout the term of this Agreement, CITY may distribute these open times among the existing concessionaires at its own discretion. However, CITY, by granting this Agreement to CONCESSIONAIRE, makes no warranty that the Site shall be free of unauthorized vending or that any specific level of police or lifeguard enforcement against such activities shall be maintained.
- C. Concession Site. CONCESSIONAIRE shall erect no improvements nor place any items on the Site without prior written approval by the CITY. The Site must be maintained to present a neat and attractive appearance to the satisfaction of the CITY. Any items or improvements brought on the Site by the CONCESSIONAIRE must be approved in writing by CITY and shall not remain on location after permitted hours of operation, unless prior written approval of CITY is obtained. If in the opinion of CITY, the number of scheduled tours within any Concession covered under this Agreement at any times falls short of or exceeds the number of scheduled tours needed to adequately

serve the public, CONCESSIONAIRE will, upon receipt of notice from CITY, adjust the number of scheduled tours to the number specified by CITY. CITY will not be liable to CONCESSIONAIRE in any way for such adjustments. CONCESSIONAIRE will operate no more and no fewer than the scheduled tours designated in this Agreement unless CITY decides to change the number of scheduled tours.

- D. No Improvements. No improvements, trade fixtures, structures, and installations or additions to the Site are allowed to be installed by CONCESSIONAIRE. All personal property remaining on the Site after expiration or termination of this Agreement will become the property of CITY.
- E. Storefront. CONCESSIONAIRE will maintain a storefront. All business transactions must be conducted within the listed storefront address. Kayak tour participants will meet inside t CONCESSIONAIRE's store and conduct all orientation/training inside of the store or in the training area designated by the CITY. Businesses must have adequate space to accommodate customer volume and kayak inventory.

The CITY reserves the right to perform inspections, reviews, and site visits with or without advance notice. These inspections, reviews, and site visits may be for any or all aspects related to the Agreement, including but not limited to ensuring that CONCESSIONAIRE: (a) obtains and maintains certificates and qualifications of tour guides; (b) adequately addresses all safety concerns; (c) adheres to the Tour Schedules; and (d) properly maintains all required records pertaining to clients. Violation of any aspect of this Agreement may result in suspension or termination of this Agreement. With regard to safety, the CITY or any other officer with authority to enforce local, state or federal law, has the right to immediately terminate any tour or individual kayak rental if there is a violation of safety requirements.

- F. Maintenance of Site. CONCESSIONAIRE agrees not to commit or allow to be committed any waste or injury or any public or private nuisance, to keep the Site clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in or about said Site to the satisfaction of CITY and at CONCESSIONAIRE's sole cost. The Site must be cleaned up nightly by CONCESSIONAIRE or more often, as required.
- G. Standard of Employees. CONCESSIONAIRE and its employees shall, at all times, conduct themselves and the operations of the Concession in a respectable and courteous manner. CONCESSIONAIRE shall thoroughly train its employees in their duties and will regularly monitor its employees to ensure that they behave in a courteous manner, do not disturb the quiet enjoyment of other beach users, and otherwise comply with all the Kayak Concession Requirements (Exhibit C) of this Agreement.

10. Fees.

CONCESSIONAIRE is required to pay to CITY, on a monthly basis, the greater of either the Percentage Fee ("Percentage Fee") or the Minimum Fee ("Minimum Fee), as described

below. If the combined total amount of fees paid by CONCESSIONAIRE during any Agreement Year equals or exceeds the Annual Minimum Fee for that Agreement Year, then CONCESSIONAIRE shall only pay the Percentage Fee each subsequent month until either a new Agreement Year begins or this Agreement ends. If, in any Agreement Year, Monthly Minimum Fees paid plus Percentage Fees paid exceed the Annual Minimum Fee and also exceed the annual fee which would have been paid if the Percentage Fee had been paid on Gross Revenue, the excess over the total fee owed shall be credited against the next payable fee as it becomes due. It is the intent of this provision that CONCESSIONAIRE shall pay monthly installments of the annual Minimum Fee as a guarantee against the Percentage Fee requirement and that the greater of the two requirements, minimum or percentage, whichever occurs throughout the term, shall prevail on an annual basis.

- A. Percentage Fees. Percentage Fees will consist of twelve percent (12.00%) of the gross revenue resulting from the Kayak Concession operations permitted under this Agreement during each month of an Agreement Year. The CITY, in its sole discretion, may approve another percentage rate or minimum rate for each other incidental service or operation supplementary to the permitted uses stated in Section 3, Allowed Uses, as may be approved in writing by the CITY prior to the commencement of any additional service or operation. However, any activity conducted on the Site without the prior written approval of the CITY will be subject to the requirements of Section 10.F. Unauthorized Use Charge.

The City in its sole discretion, reserves the right to increase the Percentage Fee or Minimum Fee at any time during this Agreement by providing a thirty (30) day notice to Concessionaire. A review of the percentage fee will be conducted at the first "Option Date" in Year Four.

- B. Gross income is derived from kayak tour sales, individual kayak rentals, and, souvenir photography and video sales of the tours. Accessories sold in the store/shop will not be included in gross income.
- C. Minimum Fees. The Annual Minimum Fee established for the first Agreement Year following the effective date of this Agreement is thirteen thousand seven hundred and seventy-eight dollars and twenty-eight cents (\$13,778.28), which is one thousand one hundred and forty-eight dollars and nineteen cents (\$1,148.19) on a monthly installment basis ("Monthly Minimum Fee").

The Monthly Minimum Fee is to be paid in monthly installments on or before the day of the calendar month when the Percentage Fee is due pursuant to Section 10.K. Time and Place of Payment.

- D. Minimum Fee Adjustment. Effective at the beginning of the first day of the third and fifth Agreement Years of this Agreement ("Adjustment Date"), the annual Minimum Fee will be set at eighty percent (80.00%) of the annual average of the Total Fees Paid under this Agreement for the two (2) Agreement Years immediately preceding the Adjustment date. The annual average of the Total Fees Paid will then be divided by twelve (12) to establish the new monthly Minimum Fee. It is recognized that the

adjustments will be calculated by the CITY upon completion of payments due for the preceding years to determine the amount of the Minimum Fee. Until such calculations are completed, CONCESSIONAIRE will continue paying the monthly Minimum Fee at the current rate. Any additional fees determined by the adjustment to be due for the months previously paid at the prior rate will be paid to the CITY within thirty (30) days following written notice provided pursuant to Section 47 of this Agreement. In no event will the Minimum Fee Adjustment result in a decrease in the Minimum Fee requirement in effect immediately prior to the Adjustment Date. In the event that the Total Fees Paid prior to the Adjustment Date do not exceed the current annual Minimum Fee, the annual Minimum Fee will be increased to one-hundred five percent (105%) of the annual Minimum Fee most recently in effect.

- E. Delinquent Concession Fee. If CONCESSIONAIRE fails to pay any fees when due, CONCESSIONAIRE will pay the delinquent fee plus a late fee equal to five percent (5%) of the delinquent fee. If fees remain unpaid more than fifteen (15) days past the due date, the late fee shall be increased to ten percent (10%) of the delinquent fee, which CONCESSIONAIRE shall pay in addition to delinquent fee. The parties agree that such late fees are appropriate to compensate the CITY for loss resulting from concession fee delinquency, including lost interest opportunities, legal costs, and the cost of servicing the delinquent account.
- F. Unauthorized Use Charge. CONCESSIONAIRE shall pay to CITY, as an additional fee, an unauthorized use charge equal to one hundred percent (100%) of the Gross Revenue (as defined in Section 10.G.) received from any service or use of the Site by CONCESSIONAIRE that is not allowed under this Agreement. Such payment is subject to the due date provided in the Agreement for fee payments and the provisions for delinquent or unpaid fees. Neither the existence of such an unauthorized use charge nor the payment of such charge, or any part of it, shall constitute an authorization of an unauthorized use, and shall not be waiver of any of the CITY's rights under the Agreement.
- G. Gross Revenue. "Gross Revenue," as used in this Agreement, will include all income resulting from Concession kayak tour sales, individual kayak rentals, and the sale of photography and video sales of the tours, whether received or to become due; provided, however, that Gross Revenue will not include federal, state, or municipal taxes collected from the CONCESSIONAIRE (regardless of whether the amount is stated to the consumer as a separate charge) and paid over periodically by CONCESSIONAIRE to a governmental agency accompanied by a tax return or statement as required by law. Gross Revenue includes all revenue received by CONCESSIONAIRE from internet sales (for example, if using a website such as Groupon, Gross Revenue would include all payment received by CONCESSIONAIRE from a Groupon sale). Possessory interest taxes or other property taxes will not be deducted by CONCESSIONAIRE in computing Gross Revenue. Gross Revenues will not include refund of deposits. The amount of taxes and refunds shall be clearly shown on the books and records of CONCESSIONAIRE. The Percentage Fee shall be calculated and paid by CONCESSIONAIRE on the basis of Gross Revenue whether the income is received by

CONCESSIONAIRE or by any of CONCESSIONAIRE's agents, employees, permittees, or representatives, and all Gross Revenue received by any of CONCESSIONAIRE's agents, employees, permittees, representatives, or other party as a result of occupancy or operation of the Site shall be regarded as Gross Revenue of CONCESSIONAIRE for the purpose of calculating the Percentage Fee required to be paid by CONCESSIONAIRE to CITY, except as may be otherwise specified by this Agreement.

H. Payment Procedure. CONCESSIONAIRE will provide CITY with a correct income statement for the Site operated by CONCESSIONAIRE together with a payment of fees on all applicable Gross Revenue in a form selected by CITY. This income statement shall be due to CITY by the end of the calendar month immediately following the month for which the income statement was generated. The income statement shall be signed by CONCESSIONAIRE and its authorized agent attesting to the accuracy of the income statement. Each income statement shall include:

- i. Total Gross Revenue for the subject month itemized as to business categories for which the separate Percentage Fee is established.
- ii. The amount of the Percentage Fee due to CITY and the manner in which such Percentage Fee was computed and totaled.
- iii. The accumulated total of all fees previously paid to CITY for the current Agreement Year.
- iv. Payments in the greater of the two following amounts: The Monthly Minimum Fee or the total Percentage Fee due CITY computed as described in Section 10.A and 10.C.

I. Inspection of Records.

Records. CONCESSIONAIRE will at all times during the Term keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities conducted upon and financial transactions resulting from the use of the Site. The records will be supported by source documents such as sales slips, daily cash register tapes, purchase invoices, tour lists, or other documents as necessary to allow CITY to easily determine the Gross Revenue. Any retail sales or charges will be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers will be equipped with devices that lock in sales totals and other transaction numbers and sales details that are not resettable. Totals registered will be read and recorded at the beginning and end of each business day. Regarding admission charges or concession fees, CONCESSIONAIRE will issue serially numbered tickets for such admission or concession fees and will keep an adequate record of such tickets, as well as a record of unissued tickets. All retail sales and charges may be recorded by

a system other than cash registers of other comparable devices provided such a system is approved by the CITY.

- i. **Financial Statements.** Within sixty (60) days after the end of each Agreement Year, CONCESSIONAIRE shall at its sole cost and expense, submit to CITY a statement in which the total Gross Revenue and the corresponding amounts of Percentage Fees paid CITY for that Agreement Year are classified according to the categories of business established for any Percentage Fees and for any other business conducted on or from the Site. The statement shall be signed by CONCESSIONAIRE and a duly authorized financial representative of CONCESSIONAIRE attesting to the accuracy thereof, which will be legally binding upon CONCESSIONAIRE. Failure to provide financial statements as described in this paragraph will constitute a material breach of this Agreement.
- ii. **Right to Inspect.** All of CONCESSIONAIRE's books of account, records, and supporting documentation, as described under Section 10.1.i, will be kept for at least five (5) years and made available to CITY in one location within the City of San Diego. These books and records must be maintained separately from all other accounts not relating to the Site. The CITY, at its discretion, will have the right to inspect and audit the business of CONCESSIONAIRE, its agents, representatives and permittees operating on, and in connection with, the Site as necessary and appropriate for CITY to determine the amounts of concession fees due CITY in compliance with the requirements of this Agreement. At CITY's request, CONCESSIONAIRE shall promptly provide, at CONCESSIONAIRE's expense, any necessary data to enable CITY to fully comply with all requirements of the state and federal government for Agreement information or reports concerning the Concessions. Such data will include, if required, a detailed breakdown of CONCESSIONAIRE's receipts and expenses.
- iii. **Audit Cost.** The full cost of the CITY's audit(s) will be borne by CITY unless one or both of the following conditions exists, in which case CONCESSIONAIRE agrees to pay CITY's cost of audit(s):
 - A. The audit(s) reveal an underpayment by CONCESSIONAIRE to the CITY of more than five percent (5.00%) during the period of time being audited or more than \$5,000, whichever is less, between the Total Fees Paid as reported and paid by CONCESSIONAIRE pursuant to this Agreement and Concession fees owed as determined by the audit(s).
 - B. CONCESSIONAIRE has failed to properly maintain complete and true books, records, accounts, and supporting documents in strict accordance with this section.

Any fee deficiency determined by the audit will be considered a delinquent fee, subject to all penalties and remedies provided to CITY for delinquent Concession

fees under this Agreement Section 10.E. CITY will credit any overpayment by CONCESSIONAIRE determined by the audit, without interest, against future fees due under this Agreement. If no future fees are due under this Agreement, CITY shall refund CONCESSIONAIRE any overpayment determined by the audit, without interest, within sixty (60) days after CITY's certification of the audit.

- J. Default. CONCESSIONAIRE's failure to keep complete and accurate records by means of double-entry bookkeeping and failure to make them available for CITY inspection is, like all other failures to comply with covenants of this Agreement, a material breach of this Agreement and good cause for termination.
- K. Time and Place of Payment. Payments are due on or before the last day of the calendar month following the calendar month in which the Gross Revenue subject to the Percentage Fee was earned. Checks shall be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 129030, San Diego, California 92112-9030, or delivered to the Office of the City Treasurer, Civic Center Plaza, 1200 Third Avenue, First Floor, San Diego, California. The place and time of payment may be changed by CITY upon thirty (30) days prior written notice to CONCESSIONAIRE. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If any such postmark is illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. CONCESSIONAIRE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.
- L. Security Deposit. The CONCESSIONAIRE will deliver to CITY with the executed copies of this Agreement, a good faith deposit in the amount of five thousand dollars (\$5,000.00) in the form of a cashier's or certified check. All or any portion of the principal sum of the security deposit will be available unconditionally to CITY for payment of delinquent concession fees, for correcting any default or breach of this Agreement by CONCESSIONAIRE, CONCESSIONAIRE's successors or assignees, or for payment of expenses incurred by CITY as a result of CONCESSIONAIRE's failure to faithfully perform all terms, covenants, and conditions of this Agreement. If at the end of the term of this Agreement, CONCESSIONAIRE has performed all of the provisions of the Agreement, the deposit or any remaining balance will be returned to the CONCESSIONAIRE without interest. The security deposit may be increased by CITY proportionate to any increase in the Minimum Fee. CONCESSIONAIRE shall maintain this security deposit throughout the Term of this Agreement. Notwithstanding any other provision of this Agreement, if CONCESSIONAIRE fails or refuses to deposit or maintain a security deposit as required by this Agreement, CITY may terminate this Agreement immediately. Upon such termination, CONCESSIONAIRE shall immediately cease its use of the Site and commence and diligently pursue the removal of its property from the Site.

- i. Utilization. If CITY utilizes all or any portion of the security deposit, upon ten (10) days prior written notice, CONCESSIONAIRE shall reimburse the security deposit to the full required amount.
 - ii. Increase. Upon thirty (30) days prior written notice by CITY, CONCESSIONAIRE shall deliver to CITY additional funds as CITY may, in its sole determination, require to adequately secure CONCESSIONAIRE'S obligations under this Agreement.
 - iii. Return. Provided CONCESSIONAIRE is not in breach or default of this Agreement, CITY shall return the security deposit, or any balance thereof, to CONCESSIONAIRE within sixty (60) days after the expiration or termination of this Agreement.
- 11. CITY's Consent, Discretion. Whenever required under this Agreement, CITY's consent or approval will mean the written consent or approval of the City Manager, or designee, unless otherwise expressly provided. CITY's discretionary acts hereunder will be made in the City Manager's, or designee's, sole and absolute discretion, unless otherwise expressly provided.
- 12. Acceptance of Site. CONCESSIONAIRE represents and warrants that it has independently inspected the Site and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Site. CONCESSIONAIRE agrees it is relying solely on its independent inspection, tests, investigations, and observations in entering into this Agreement. CONCESSIONAIRE further acknowledges that the Site is in the condition called for by this Agreement, that CITY has performed all work, if any, related to the Site and required by this Agreement, and that CONCESSIONAIRE will hold CITY harmless for any defects, whether apparent or latent, in the Site, including without limitation the presence of any hazardous substances.
- 13. Maintenance of the Site. CONCESSIONAIRE will, at CONCESSIONAIRE's sole cost and expense and to CITY's satisfaction, maintain the Site in a decent, safe, healthy and sanitary condition at all times during the Term.
- 14. Standard of Conduct. CONCESSIONAIRE and its employees will at all times conduct themselves and the operations on the Site in a respectable and courteous manner.
- 15. Inspection. CITY may, at all times, enter and inspect the Site and Storefront shop with or without advance notice. These inspections, reviews, and site visits may be for any or all aspects related to the Agreement, including but not limited to ensuring that each CONCESSIONAIRE: (a) obtains and maintains certificates and qualifications of tour guides; (b) adequately addresses all safety concerns; (c) adheres to the Tour Schedules; and (d) properly maintains all required records pertaining to clients. Violation of any aspect of the Agreement may result in suspension or revocation of the Agreement. With regard to safety, the CITY or any other officer with authority to enforce local, state, or federal law, has the right to immediately terminate any tour or individual kayak rental if there is a violation of

safety requirements.

16. **Insurance.** CONCESSIONAIRE will obtain and maintain throughout the Term of this Agreement, at its sole cost and expense, all insurance required by this Agreement. CONCESSIONAIRE's liabilities under this Agreement, including without limitation CONCESSIONAIRE's indemnity obligations, will not be deemed limited in any way to the insurance coverage required herein. CONCESSIONAIRE's maintenance of the required insurance coverage is a material consideration for this Agreement. Notwithstanding any provision of this Agreement to the contrary, if CONCESSIONAIRE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, CONCESSIONAIRE will be in default of this Agreement. CONCESSIONAIRE will not modify any policy or endorsement thereto which increases CITY's exposure to loss. CONCESSIONAIRE will obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for the following insurance, which will be subject to CITY's written approval thereof:
- A. Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which will cover liability arising from any and all personal injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). There will be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs will be outside the limits of the policy.
 - B. Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance will cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Agreement.
 - C. Workers' Compensation Insurance, as required by applicable laws, for all of CONCESSIONAIRE's employees who are subject to this Agreement, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.
 - D. Marine General Liability (MGL) With limits of no less than \$2 million per occurrence and \$4 million aggregate.
 - E. **Causes of Loss-Special Form Property Insurance.** CONCESSIONAIRE shall obtain and maintain, all its own cause and expense, Causes of Loss-Special Form Property Insurance on all of CONCESSIONAIRE's insurable property related to the Site in

an amount to recover one hundred percent (100%) of the replacement cost. CONCESSIONAIRE shall deliver to CITY a certificate of such insurance.

- F. Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy must be endorsed to include as insureds "The City of San Diego and its elected officials, officers, employees, representatives and agents" with respect to liability arising out of: (a) ongoing operations performed by CONCESSIONAIRE or on CONCESSIONAIRE's behalf; (b) CONCESSIONAIRE's products; (c) CONCESSIONAIRE's work, including without limitation CONCESSIONAIRE's completed operations performed by CONCESSIONAIRE or on CONCESSIONAIRE's behalf; or (d) the Site.
- G. Primary & Non-Contributory. Each policy must be endorsed to provide that the insurance afforded by CONCESSIONAIRE's policies is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, representatives, and agents as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, representatives, and agents will be in excess of CONCESSIONAIRE's insurance and will not contribute to it.
- H. Severability of Interest. Each policy must be endorsed to provide that CONCESSIONAIRE's insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and will provide cross-liability coverage.
- I. Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Agreement will only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers will be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer will be subject to CITY's approval in each instance.
- J. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of CONCESSIONAIRE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- K. Continuity of Coverage. All policies will be in effect on or before the first day of the Term, except "course of construction fire insurance" will be in force on commencement of all authorized construction, and full applicable fire insurance coverage will be effective upon completion of each insurable improvement. The policies will be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of

each insurance policy, CONCESSIONAIRE will furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. CONCESSIONAIRE will provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, CONCESSIONAIRE will immediately notify CITY and will immediately obtain replacement insurance as soon as possible.

- L. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving CONCESSIONAIRE thirty (30) days prior written notice. CONCESSIONAIRE will also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Allowed Uses.
 - M. Accident Reports. CONCESSIONAIRE will immediately report to CITY any accident causing property damage or injury to persons on the Site or otherwise related to the Allowed Uses. Such report will contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, photographs or video, if any, and other pertinent information.
17. Indemnification. CONCESSIONAIRE will defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to CONCESSIONAIRE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this Agreement or CONCESSIONAIRE's occupancy, use, development, maintenance, restoration, or improvement of the Sites, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that CONCESSIONAIRE's duty to indemnify and hold CITY harmless will not include any established liability arising from the sole negligence or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONCESSIONAIRE will pay the CITY for all costs related thereto, including, without limitation, reasonable attorneys' fees and costs.
18. Nondiscrimination. This Agreement is made and accepted upon and subject to the covenant and condition, which will run with the land, that CONCESSIONAIRE or any person claiming under or through CONCESSIONAIRE will not establish or allow any discrimination against or segregation of any person or group of persons on account of race, color, religion, gender, gender identity, gender expression, disability, sexual orientation, marital status, national origin, ancestry, familial status or source of income in the

possession, use, or occupancy of the Sites or in the selection, location, number, use or occupancy of tenants, subtenants, or vendees in the Sites.

19. Local Business and Employment. CONCESSIONAIRE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. CONCESSIONAIRE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Agreement from local residents and firms as opportunities occur. CONCESSIONAIRE agrees to hire qualified local residents and firms whenever feasible.
20. Drug-free Workplace. CONCESSIONAIRE will be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Site and specifying the actions that will be taken against employees for violations of the prohibition; and
 - B. Establish a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. CONCESSIONAIRE's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
21. Accessibility Compliance. CONCESSIONAIRE will, as applicable to the Sites and CONCESSIONAIRE's possession, use, and occupancy of the Sites, comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, CONCESSIONAIRE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). CONCESSIONAIRE's compliance will include without limitation the following:
 - A. CONCESSIONAIRE will not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline,

layoffs, and termination of employment;

- B. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of CONCESSIONAIRE;
 - C. CONCESSIONAIRE will post a statement addressing the requirements of the ADA in a prominent place at the work site;
 - D. Where required by law, all improvements, fixtures, structures, or installations on the Sites will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Sites which deny access to individuals with disabilities. All improvements and alterations will be at CONCESSIONAIRE's sole expense.
 - E. CONCESSIONAIRE's failure to comply with the accessibility requirements of this section or submitting false information in response to these accessibility requirements, or both, will be a default of this Agreement.
22. CONCESSIONAIRE's Risk. CONCESSIONAIRE will bear all risks and liability arising out of or in any manner directly or indirectly connected with CONCESSIONAIRE'S occupancy, use, development, and maintenance of the Site and any damages to the improvements on, under, or in the vicinity of the Site resulting directly or indirectly thereby.
23. Nuisance and Noise Disturbances. CONCESSIONAIRE will not use the Site in any manner which, in CITY's opinion, creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area or that violates the CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).
24. No Assignment. CONCESSIONAIRE will not assign any rights granted by this Agreement or any interest herein without CITY's prior written consent. Approval of any such proposed assignment may be withheld in CITY's sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Agreement.
25. Signs. CONCESSIONAIRE will display the Concession sign displaying this is a CITY-approved Concession at all times while operating the Concessions. CITY will provide a sign during the first Agreement Year. If such sign is lost or stolen, CONCESSIONAIRE must obtain a duplicate sign and its sole expense. CONCESSIONAIRE will not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices, or advertising without CITY's prior written consent. If any such unauthorized item is found on the Sites, CONCESSIONAIRE will remove the item at its expense within 24 hours from receiving notice by CITY, or CITY may thereafter remove the item at CONCESSIONAIRE's cost.

26. Charter Section 225. Pursuant to San Diego City Charter Section 225, CONCESSIONAIRE and assignees will make a full and complete disclosure of the name and identity of any and all persons directly or indirectly involved in this Agreement and the precise nature of all interests of all persons therein. CONCESSIONAIRE's failure to fully disclose all of the information required by Charter Section 225 or CONCESSIONAIRE's failure to require each of its assignees to fully disclose such information will be a default of this Agreement. Pursuant to City Charter Section 225, every person or entity that will have an interest in this Agreement as an assignee must be reviewed and approved by City.
27. Advertisement and Marketing. Any advertising or marketing which reference the City of San Diego may not be distributed by the CONCESSIONAIRE without the advanced written approval of the CITY. If CONCESSIONAIRE uses the City of San Diego in any context to promote its business operations without prior written approval by CITY, CONCESSIONAIRE shall be considered to be in default. No advertising or marketing materials of any kind may be posted or distributed on any City beach without the advanced written approval of the CITY.
28. Encumbrances. CONCESSIONAIRE will keep the Site free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Agreement or CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site. CONCESSIONAIRE will protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Site, including without limitation CONCESSIONAIRE's failure or the failure of any contractor or subcontractor hired by CONCESSIONAIRE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
29. Defaults and Remedies.
- A. Default by CONCESSIONAIRE. Except for Safety Violations (as defined under subsection B below) which are grounds for immediate termination, in the event that:
- i. CONCESSIONAIRE defaults in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by CONCESSIONAIRE, including any covenant or condition in CONCESSIONAIRE's Operating Plan and fails to cure the default within thirty (30) days following written notice from CITY; or if any default is not curable within thirty (30) days, and CONCESSIONAIRE fails to commence to cure the default(s) within said thirty (30) day period and diligently pursue cure to completion;
 - ii. CONCESSIONAIRE voluntarily files or have involuntarily filed against it any petition under bankruptcy or insolvency act or law; or

iii. CONCESSIONAIRE makes a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon CONCESSIONAIRE or upon any person claiming rights through CONCESSIONAIRE, immediately terminate or suspend this Agreement and all rights of CONCESSIONAIRE and of all persons claiming rights through CONCESSIONAIRE to the Concession Site or to possession thereof, and CITY may then enter and take possession of the Site and expel CONCESSIONAIRE and all persons so claiming rights thereto. Provided; however, in the event that any default described in Part (A)(i.) of this section is not curable within thirty (30) days after written notice to CONCESSIONAIRE, CITY will not terminate this Agreement pursuant to the default if CONCESSIONAIRE immediately commences to cure the default and diligently pursues cure to completion. In any event, either party may terminate this Agreement without cause by giving ninety (90) days written notice of intent to terminate to the other party.

- B. Safety Violations by CONCESSIONAIRE. Notwithstanding subsection A above, in the event CONCESSIONAIRE defaults in the performance or fulfillment of any covenant or condition required by this Agreement to be performed or fulfilled by CONCESSIONAIRE, including any covenant or condition in CONCESSIONAIRE's Operating Plan, and said default by CONCESSIONAIRE consists of any violation of municipal, state, or federal law, or any covenants or conditions in CONCESSIONAIRE's Operating Plan or Exhibit C: Kayak Concession Requirements that, in the CITY's sole discretion, relate to public safety ["Safety Violations"], CITY may, at its option, require CONCESSIONAIRE to immediately cure said default, or, without further notice or demand upon CONCESSIONAIRE or upon any person claiming rights through CONCESSIONAIRE, suspend or terminate this Agreement.
- C. Abandonment by CONCESSIONAIRE. In the case that CONCESSIONAIRE breaches this Agreement and abandons the Site, this Agreement will continue in full force and effect for so long as CITY does not terminate this Agreement, and CITY may enforce all its rights and remedies under this Agreement, including, but not limited to, the right to recover the concession fee as it becomes due, plus damages. CITY may also redistribute CONCESSIONAIRE's vacant launch times among the remaining concessionaires. For purposes of this section, the following do not constitute a termination of CONCESSIONAIRE's right to possession or operation:
- i. Acts by CITY of maintenance, preservation, or efforts to negotiate a new Agreement.
 - ii. The appointment of a receiver upon initiative of CITY to protect CITY's interest under this Agreement.

30. Damages. CITY, in the event of CONCESSIONAIRE's default under this Agreement, may recover the outstanding annual Minimum Fees due for the remaining term of the Agreement, less any mitigation measures taken by CITY. The remedies provided by this section are not exclusive and shall be cumulative to all other rights and remedies possessed by CITY, and nothing contained herein shall be construed so as to defeat any other rights or remedies possessed by CITY, and nothing contained herein shall be construed so as to defeat any other rights or remedies to which CITY may be entitled.
31. Compliance with Laws. CONCESSIONAIRE will, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to CONCESSIONAIRE's occupancy, use, development, and maintenance of the Site.
32. Taxes. CONCESSIONAIRE will pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CONCESSIONAIRE by reason of the business or other CONCESSIONAIRE activities related to the Site, including any licenses or permits. CONCESSIONAIRE acknowledges that this Agreement may create a possessory interest subject to property taxation, and that CONCESSIONAIRE may be subject to the payment of taxes levied on that interest. CONCESSIONAIRE will be fully and solely responsible for payment of all such possessory interest taxes. CONCESSIONAIRE's payment for taxes, fees, and assessments shall not reduce any payment due CITY under this Agreement.
33. Equal Opportunity. CONCESSIONAIRE will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. CONCESSIONAIRE will not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. CONCESSIONAIRE will cause the foregoing provisions to be inserted in all of CONCESSIONAIRE's contracts for work related to this Agreement so that such provisions will be binding upon each of CONCESSIONAIRE's contractors. CONCESSIONAIRE will fully cooperate with any investigation conducted by CITY pursuant to CITY's Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon CITY's request CONCESSIONAIRE will submit a current Workforce Report. CONCESSIONAIRE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.
34. Equal Benefits. CONCESSIONAIRE will comply with San Diego Municipal Code sections 22.4301-22.4308, as may be amended from time to time, which require concessionaires on CITY-owned property to offer the same employment benefits to employees with spouses and employees with registered domestic partners. By signing this Agreement, CONCESSIONAIRE certifies that it will maintain such equal benefits throughout the term of this Agreement. CONCESSIONAIRE's failure to maintain equal benefits will be a default

of this Agreement.

35. Equal Pay Ordinance. Unless an exception applies, CONCESSIONAIRE will comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. By signing this Agreement, CONCESSIONAIRE certifies that it will comply with the requirements of the Equal Pay Ordinance throughout the Term.
 - A. Notice Requirement. CONCESSIONAIRE must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.
36. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this Agreement if CONCESSIONAIRE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the San Diego City Council related to the selection of CONCESSIONAIRE for this Agreement. It is not the intent of this policy that these provisions apply to members of the City Council.
37. Water Quality Assurances. The CITY and CONCESSIONAIRE are committed to the implementation of control (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of the City of San Diego's precious water resources. It is the CONCESSIONAIRE's responsibility to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of Section 43.03, Stormwater Ordinance.

Therefore, CONCESSIONAIRE will, at a minimum, implement and comply as applicable with the BMPs for industrial and commercial facilities adopted under the San Diego Municipal Code Section 43.0307 (a).

It is ultimately CONCESSIONAIRE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, CONCESSIONAIRE shall identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

38. Hazardous Substances. CONCESSIONAIRE will not allow the illegal installation, storage, utilization, generation, sale or release of a Hazardous Substance or otherwise regulated substance in, on, under or from the Sites. CONCESSIONAIRE and CONCESSIONAIRE's agents and contractors will not install, store, utilize, generate or sell any Hazardous Substance on the Sites without CITY's prior written consent. CONCESSIONAIRE will, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with

tanks, or any other type of container, equipment, or device which holds or incorporates a Hazardous Substance or hazardous waste.

- A. Release. A “release” will include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a hazardous substance.
- B. Hazardous Substance. “Hazardous Substance” will mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- C. Remediation. If CONCESSIONAIRE’s occupancy, use, development, maintenance or restoration of the Sites results in a release of a Hazardous Substance, CONCESSIONAIRE will pay all costs of remediation and removal to the CITY’s satisfaction for unrestricted reuse of the Sites, and in accordance with all applicable laws, rules and regulations of governmental authorities.
- D. Removal. If CONCESSIONAIRE or CONCESSIONAIRE’s contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances or hazardous wastes to the Sites, CONCESSIONAIRE and/or CONCESSIONAIRE’s contractor or agent will remove all Hazardous Substances and hazardous wastes in any type of container, equipment, or device from the Sites immediately upon or prior to the expiration or earlier termination of this Agreement. Upon CITY’s request, CONCESSIONAIRE will deliver to CITY true copies of documentation demonstrating the legal removal and/or disposal of the Hazardous Substances and/or hazardous wastes, containers, equipment, or devices from the Sites. CONCESSIONAIRE will be responsible for any and all costs incurred by CITY to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- E. Indemnity. CONCESSIONAIRE will protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from CONCESSIONAIRE’s occupancy, use, development, maintenance, or restoration of the Sites, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, CONCESSIONAIRE’s officers, employees, invitees, guests, agents, or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- F. Notice of Release. If CONCESSIONAIRE knows or has reasonable cause to believe that a Hazardous Substance or petroleum related substance or its chemical constituents has been released on, from or beneath the Sites, CONCESSIONAIRE will immediately notify CITY and any appropriate regulatory or reporting agency in compliance with

California Code of Regulations Title 19 and all other applicable laws or regulations. CONCESSIONAIRE will deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If CONCESSIONAIRE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, CONCESSIONAIRE will take all actions necessary to alleviate the danger. CONCESSIONAIRE will immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Sites.

- G. Environmental Assessment. Upon reasonable cause to believe that CONCESSIONAIRE's occupancy, use, development, maintenance, or restoration of the Sites ("CONCESSIONAIRE's Operations"), resulted in any Hazardous Substance being released on, from, or beneath the Sites, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. The environmental assessment will be obtained at CONCESSIONAIRE's sole cost and expense, and will establish what, if any, Hazardous Substances have more likely than not been caused by CONCESSIONAIRE's Operations on, in, from, or under the Sites, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by city, county, state, or federal laws, statutes, ordinances, or regulations, or require future restricted re-use of the Sites, then the environmental assessment will include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. CONCESSIONAIRE will cause, or if CONCESSIONAIRE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Sites and compliance with environmental law and regulations are achieved, and CONCESSIONAIRE will pay all costs and expenses therefor.
39. Storm Water Pollution Prevention Program. CONCESSIONAIRE will comply with the CITY's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the City's Jurisdictional Runoff Management Plan, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of CITY regardless of location.
- A. CONCESSIONAIRE will comply with the CITY's Jurisdictional Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within CITY boundaries as adopted by the CITY's City Council

on July 1, 2015, via Resolution No. 309791, as may be amended.

- B. CONCESSIONAIRE will comply with each CITY facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.
40. Waiver. The property constituting the Site is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of CONCESSIONAIRE's obligations under this Agreement, in one or more instances, will not be construed as a waiver of any such obligation, and the same will remain in full force and effect. CITY's waiver of a default will not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy will not be deemed a waiver of that or any other right or remedy under this Agreement, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default will not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents will not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default will not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.
41. Survival. Any obligation which accrues under this Agreement prior to its expiration or termination shall survive such expiration or termination.
42. Joint and Several Liability and Responsibility. If CONCESSIONAIRE includes more than one person or legal entity, each such person and legal entity shall be jointly and severally liable and responsible for the performance of each and every obligation of CONCESSIONAIRE under this Agreement.
43. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
44. Number and Gender. Words of any gender used in this Agreement shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
45. Captions. Section headings and captions shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Agreement. The numbers of the paragraphs and pages of this Agreement may not be consecutive. Such lack of consecutive numbers shall have no effect on the enforceability of this Agreement.
46. Entire Agreement. This Agreement, along with all attachments and incorporated documents, constitutes the entire Agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them and pertaining to

this Agreement and CONCESSIONAIRE's occupancy, use, development, and maintenance of the Site. Any modification, alteration, or amendment of this Agreement shall be in writing and signed by all the parties hereto.

47. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or CONCESSIONAIRE, respectively, as follows:

The CITY OF SAN DIEGO
Real Estate Assets Department
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Ste 1700 MS 51A
San Diego, CA 92101

CONCESSIONAIRE:
Everyday California Holdings, LLC
Att. Christopher D. Lynch
2246 Avenida de La Playa
La Jolla, CA 92037-5070

48. Governmental Approvals. By entering into this Agreement, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site. Discretionary action includes but is not limited to re-zonings, variances, environmental clearances, or any other governmental approvals which may be required for CONCESSIONAIRE's occupancy, use, development, or maintenance of the Site.
49. City's Not-Liability. CITY will not be liable to CONCESSIONAIRE, its employees, agents, representatives, invitees, or guests for any loss of revenue, business, or otherwise as a result of any weather conditions, beach closures, surf alerts, floods, fire, or any other acts of God, strikes, lockouts, labor disputes, unusual governmental delays, epidemics, freight embargoes, causes beyond the reasonable control of CITY, or in the CITY's performance of any act related to protecting the public health and safety.
50. San Diego's Strong Mayor Form of Governance. All references to "CITY" in this Agreement will be deemed to refer to "the Mayor or his/her designee." This section will remain in effect for the duration CITY operates under the mayor-council (commonly referred to as "strong mayor") form of governance pursuant to Article XV of the San Diego City Charter.
51. Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing Agreement,

and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid.

52. Accessibility Assessment. In accordance with California Civil Code section 1938, City hereby states that the Site has not been inspected by a Certified Access Specialist (CASp). Further, pursuant to California Civil Code section 1938(e), CITY is required to state: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
53. Single Use Plastic Reduction Ordinance. Unless an exception applies, CONCESSIONAIRE will comply with the Single Use Plastic Reduction Ordinance codified in San Diego Municipal Code sections 66.0901 through 66.0907. By signing this Agreement, CONCESSIONAIRE certifies that it will comply with the requirements of the Single Use Plastic Reduction Ordinance throughout the Term.
54. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
55. Counterparts. This Permit may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
56. Exhibits. All exhibits referenced in this Agreement are incorporated into this Agreement by this reference. In the event of a conflict between this Agreement and any exhibit to this Agreement, the terms, conditions, and obligations of this Agreement shall control.
57. California Public Records Act. CITY shall determine, in its sole discretion, whether this Permit or information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY, its elected officials, officers, employees, agents, and representatives harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
 - A. CITY shall not be liable or obligated for any burden or loss (financial or otherwise) incurred by PERMITTEE as a result of CITY's disclosure or non-disclosure of this Permit or PERMITTEE information requested pursuant to the CPRA. PERMITTEE

EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS WHICH PERMITTEE INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF THIS PERMIT OR ANY PERMITTEE INFORMATION REQUESTED PURSUANT TO THE CPRA.

58. Payment Card Industry Data Security Standards (PCI DSS).

- A. PCI Compliance. CONCESSIONAIRE acknowledges and agrees that to the extent that credit card data is collected, processed, stored or transmitted, CONCESSIONAIRE must adhere to the Payment Card Industry Data Security Standards (PCI DSS) and must specifically comply with the CITY PCI requirements described herein.
- B. CONCESSIONAIRE Compliance with Payment Card Industry Security Standards Council Standards. CONCESSIONAIRE must maintain full compliance with all current and applicable Payment Card Industry Security Standards Council Standards (PCI SSC), for all Services performed under this Agreement or other contracts managed by CONCESSIONAIRE. CONCESSIONAIRE acknowledges and agrees that it will ensure that any subcontractors or other service providers that it uses to assist with performance of this Agreement will also maintain full compliance with all current and applicable PCI SSC standards.
- C. Attestation of PCI Compliance. CONCESSIONAIRE must, upon request of the CITY annually on the anniversary of the Effective Date, provide the CITY with a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to CITY, in writing, within thirty (30) days of the report, and include a remediation date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at CONCESSIONAIRE's sole cost and expense.
- D. CONCESSIONAIRE Remediation. CONCESSIONAIRE must remediate, in a timely manner and at CONCESSIONAIRE's sole cost and expense, any outstanding audit finding by CONCESSIONAIRE or CITY's QSA as it relates to CONCESSIONAIRE's provision of PCI related hardware or services in compliance with the most current PCI DSS and PCI SSC.
- E. Service Provider Responsibility Matrix. CONCESSIONAIRE must complete a Service Provider Responsibility Matrix (Matrix) in either the form provided by CITY, or in a format approved by CITY, and account for all management services that will be supplied to the CITY as they relate to cardholder data that is stored, processed, or transmitted on behalf of CITY. The Matrix shall be updated in regularly and in a timely manner to reflect any changes in the provision of such management services. Upon its completion, the Matrix is hereby incorporated into the Agreement and any updates or

revisions to the Matrix will also be incorporated into this Agreement without need for an amendment.

- F. CONCESSIONAIRE must reply immediately to the CITY, via email and phone call, any known device tampering or other breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of CONCESSIONAIRE. For purposes of this subsection a, reporting to the CITY's Information Security Officer (CISO) and the Office of the City Treasurer will be deemed sufficient for notifying the CITY. CONCESSIONAIRE also agrees to assume responsibility for informing all affected individuals in accordance with applicable law.

Exhibit A: Site Map
Exhibit B1: Primary Kayak Tour Schedule
Exhibit B2: Secondary Kayak Tour Schedule
Exhibit C: Kayak Concession Requirements
Attachment A: Operating Plan

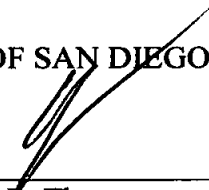
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

EVERYDAY CALIFORNIA HOLDINGS, LLC, a
California limited liability company

By: 
Name: Christopher D. Lynch
Title: MANAGING PARTNER

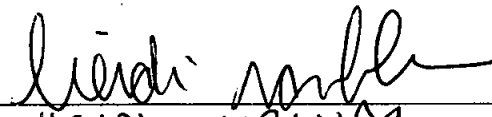
THE CITY OF SAN DIEGO, a California municipal
corporation

By: 
Cybele L. Thompson
Director, Real Estate Assets Department

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).

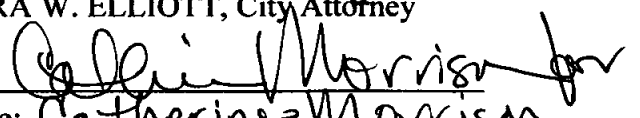
Date: 3/25/2020

BY: 
Name: HEIDI VANBLUM
Planning Department

Approved as to form this

5th Day of May, 2020

MARA W. ELLIOTT, City Attorney

BY: 
Name: Catherine Morrison
Title: Deputy City Attorney



Date of Notice: September 5, 2019

NOTICE OF RIGHT TO APPEAL ENVIRONMENTAL DETERMINATION PLANNING DEPARTMENT

PROJECT NAME/NUMBER: RFP #271335 001 and Kayak Concessions Agreement for Operation of Kayak Concessions at La Jolla Shores Beach

COMMUNITY PLAN AREA: La Jolla

COUNCIL DISTRICT: District 1

LOCATION: La Jolla Shores Community Boat Launch and Beach Area, located at the corner of Avenida de la Playa and La Vereda.

PROJECT DESCRIPTION: Kayak Concessions Agreement (Agreement) between the City of San Diego and the successful proposer to the Request for Proposal (RFP) #271335 001 to operate Kayak Concessions at La Jolla Shores Beach. Pursuant to the Agreement, the successful proposer will be allowed to operate Kayak Concessions which would involve the conducting of kayak tours and rentals, the sale of souvenir photos and videos of the tours, as well as delivering and removing rental and tour kayaks serving the general public under the terms and conditions of the Agreement.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities).

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

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; and where the exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CITY CONTACT: Jayne Vanderhagen, Supervising Property Agent
MAILING ADDRESS: Real Estate Assets Department
1200 Third Avenue, Suite 1700, MS 51A, San Diego, CA 92101
PHONE NUMBER: 619-236-6210

On September 5, 2019, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal the CEQA determination to the City Council must be filed in the Office of the City Clerk within 10 business days from the date of the posting of this Notice (**September 19, 2019**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD

POSTED: 9/5/2019

REMOVED: 9/23/2019

POSTED: E. Pasqual

CITY OF SAN DIEGO
CLERK OF THE CITY COUNCIL
2019 SEP 19 PM 4:11
NOISIAKI TIAO

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NOV 14 2019
CITY OF SAN DIEGO
CLERK'S OFFICE



Date of Notice: September 5, 2019

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POSTED: 9/5/2019

REMOVED: 9/23/2019

POSTED: E. Pasqual

CIVIL DIVISION
SEP 17 4 14 PM '19
CITY CLERK

ATTACHMENT A OPERATING PLAN



ATTACHMENT A: OPERATING PLAN

16	Description of proposed operations
22	Request for Option A
29	Beach Operations & Transportation of Equipment
33	Operation Procedures
36	Guide Training Outline
40	Tour Narratives & Itineraries
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99	Emergency Response Plan, Safety Procedures
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DESCRIPTION OF OPERATIONAL PERIOD FOR PROPOSED OPERATIONS

This Operating Plan outlines the operation proposed to fulfill the requirements of the concession agreement as required by the RFP and covers the period from April 1, 2020 through March 31, 2021 with peak season operations beginning March 15th and ending September 30th of each year.

A description of the non-peak season Operating Plan is also included for the non-peak periods following September 30th through March 15th of each year. The Operating Plan would apply for the three year contract with the two extension years of the agreement, pending any changes made by the CITY.

DAYS & HOURS OF OPERATION

EDCA operating hours are from 8:00 a.m. until sunset every day throughout the year. All kayak tours are to be completed and out of the water fifteen (15) minutes before sunset, daily. The boat launch is cleared from all kayaks and necessary beach equipment prior to sunset of each day of operation.

EDCA shall discontinue operations in the event Lifeguards deem operations unsafe to conduct due to inclement weather, adverse ocean conditions and/or water contamination. EDCA works closely with Lifeguards to ascertain permissible operational conditions to ensure the safety and security of participants and employees.

EDCA is closed on the Fourth of July, Christmas Day, the Sunday of the Lifeguard's Annual Rough Water Swim in September and any "Special Events" as defined in Section 22.4003 of the San Diego Municipal Code. EDCA will also close early on Thanksgiving Day and on Super Bowl Sunday.

CAPACITY OF PROPOSED PEAK SEASON OPERATIONS

EDCA proposes to operate ten (10) primary kayak tours and two (2) secondary launch times during peak season with Option C as outlined in the RFP for four (4) individual kayak rentals. This proposal is based off of historical increase in revenue and percentage fees, safety history, size and scope of the operation and its full time managing and support staff, extensive operating experience in La Jolla Shores, and the possession of two large buildings on Avenida De La Playa. The two EDCA buildings are located at 2261 and 2243 Avenida De La Playa, near the intersection with La Jolla Shores Dr.

With this proposed Operating Plan, fifty four (54) time slots will be more fairly distributed among the existing kayak concessionaires allowing for more dispersion of participants, a reduction of congestion on Avenida de la Playa as well as increased business opportunities for neighboring businesses.

ATTACHMENT A: OPERATING PLAN

Furthermore, this will enrich the community and ultimately increase tourism revenue for the CITY.

TOUR SCHEDULE & THE NUMBER OF TOURS SOUGHT

EDCA proposes to operate ten (10) primary kayak tours and two (2) secondary launch times during peak season with Option C as outlined in the RFP with four (4) individual kayak rentals. This schedule is compatible with EDCA hours of operation and maintains EDCA participant flow while minimizing the impact to the community.

EDCA elects to use Option C: Four (4) Individual Kayak Rentals and Two (2) Secondary Launch Times.

PROPOSED SCHEDULE OF TOURS CHART

(12) Ninety Minute Time Slot Launch Times

(April 1, 2015 - March 31, 2020)

Launch Times	Launch Times	Launch Times	Launch Times
0920	1120	1320	1520
0940	1140	1340	1540
1000	1200	1400	1600

ATTACHMENT A OPERATING PLAN

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The specific color-coded time slots represent how the same 12 kayaks (10 participant kayaks and 2 Tour Guide kayaks) are "recycled" throughout the day. This shows that EDCA will operate its kayak tours with forty (40) participant tour kayaks, eight (8) guide kayaks, and twelve (12) participant rental kayaks. EDCA possesses a total of seventy two (72) operational kayaks. If the CITY awards EDCA the proposed number of kayak tours and tour times listed above, a total of sixty (60) kayaks will be needed to operate.

EDCA has successfully operated with the allotted 10 tour times, and 2 additional launch times from Option C of the 2015 concession agreement. Through this proposal, EDCA will demonstrate the ability to safely and adequately operate with ten (10) primary tour slots and four (4) individual kayak rentals.

NUMBER OF PARTICIPANTS & KAYAKS PER TOUR

The proposed tour times would utilize twelve (12) kayaks for each tour with ten (10) Hobie Kona participant kayaks and two (2) Malibu guide kayaks for no more than 20 participants per launch time. participant to guide ratio will be 10:1, with a participant boat to guide boat ratio of 5:1 under normal operating conditions. In the event of a Hazard Alert 2, determined by the on-duty lifeguard supervisor, the client to guide ratio will increase to 4:1. This results in a reduction of total kayaks from twelve (12) to ten (10), with eight (8) Hobie Kona kayaks for participants and two (2) Malibu kayaks for guides.

SAFETY ABOVE ALL ELSE

NUMBER OF KAYAKS USED FOR PROPOSED OPERATIONS

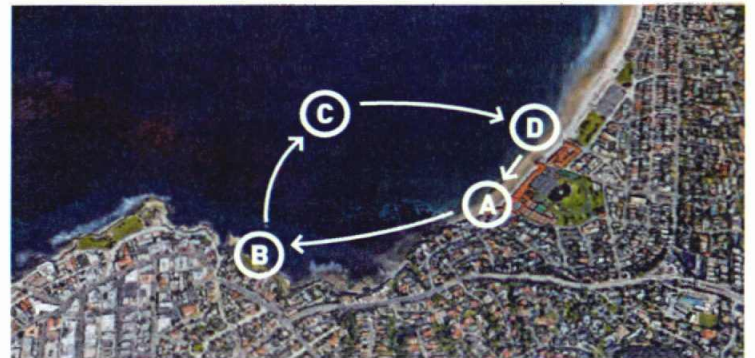
EDCA currently owns a total of seventy two (72) kayaks for participant kayak tours and individual rentals. This includes (8) Malibu Mini X single kayaks for guides. The minimum number of kayaks needed to operate the proposed number of fifteen (15) primary tours and twelve (12) individual kayak rentals, in four priorities is sixty (60) kayaks. EDCA possesses an extra ten (10) kayaks in the event the CITY awards tour slots in overlapping time slots.

All equipment, including kayaks and kayak accessories, are safely stored and locked inside the EDCA facilities. EDCA has ample kayak storage space inside the facility located at 2246 Avenida De La Playa along with two overnight parking spaces for work vehicles. The parking spaces are located adjacent to the kayak storage room, making loading and unloading kayaks safe and efficient while minimizing the impact on the neighboring residents and businesses.

ATTACHMENT A: OPERATING PLAN



Based on the proposed ten (10) primary tour slots and tour schedule outlined in the Operating Plan in addition to the proposed Option C package of four (4) individual kayak rentals and two (2) secondary tour launch times, the total number of kayaks needed for daily operations is sixty (60), with fifty-two (52) being Hobie Kona participant kayaks and eight (8) being Malibu guide kayaks. The maximum number of overlapping tours on the water, or at the boat launch, at any given time will be four (4) under the proposed schedule. Maintaining the tour schedule would mean, of those (4) tours: Tour A would be at the Marine Room, Tour B at Emerald Cave, Tour C coming back from the edge of the Kelp Forest and Tour D preparing for embarkation.



ATTACHMENT A
OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

This schedule would also mean no more than 40 kayak tour participants in the shop or staged outside the shop at any point in time.



The proposed schedule of primary kayak tour slots allows for recycling of kayaks resulting in four (4) truck deliveries and four (4) truck retrievals. This method reduces the vehicle traffic and minimizes congestion in the community and the boat launch. The participant kayak that is used by EDCA (Hobie Kona) was strategically chosen because it can operate as a single kayak, or as tandem kayak. By having this flexibility, an EDCA Beach Staff member can rearrange the seat setting on any kayak to accommodate the random ratio of single to tandem kayaks that any kayak tour may require. This small detail saves time and drastically eliminates the need for unnecessary vehicle trips to and from the beach to correct the single:double ratio. A Kayak Log Sheet is kept daily to ensure all kayaks hitting the water are meet operational standards. An attachment of the EDCA Kayak Log Sheet can be found under the Equipment Maintenance section in the Operation Plan. All kayaks are washed and repaired on site, then donated after several years of service.



The same Hobie kayak shown as a tandem (above left), and converted to a single (above right).

ATTACHMENT A: OPERATING PLAN

PEAK SEASON PRICE LIST

The following price list offers competitive pricing for peak season. EDCA strategically offers discounts to incentivize participants to book less desirable times to maximize all tour times, resulting in the highest possible profits for both the CITY and EDCA.

EDCA continues to push private kayak tours as a great product offering. Private tours segment the market and reduce the number of people on the water while maintaining or increasing profitability per tour. EDCA will dedicate more advertising toward private tours every year moving forward.

EDCA will continue to operate like an airline by offering promotional tour times at less desirable times to disperse demand, leaving a majority of inventory available for online bookings, walk-ins, and same day bookings based on supply and demand for that time period. First class seating will be sold in the form of private tours. By focusing on these different ways to completely book inventory, EDCA will continue to keep focus on being 100% booked from Spring to Early Fall. With ten (10) primary tour slots, EDCA will be able to stay 100% booked most of spring, all of summer and most of early fall.

EDCA has developed a brand new website with an integrated, real-time booking system that works across desktop computers and mobile platforms. To drive traffic and successfully book all tours, EDCA partners with multiple third party social buy sites and utilizes a full time sales and marketing team that reaches out to and collaborates with local hotels, schools, and businesses.

PEAK SEASON PRICE LIST CHART

	Single Kayak	Tandem Kayak
90 Min Sea Cave Tour	\$75	\$100
Kayak & Snorkel Tour	\$85	\$120
2 Hour Kayak Rental	\$50	\$65

ATTACHMENT A
OPERATING PLAN

NON-PEAK SEASON PRICE LIST

The following price list offers competitive pricing for non-peak season. Lower non-peak season pricing increases revenues for the slower period following the busy summer months. EDCA also offers a kayak whale watching tour to take advantage of the annual migration of Grey Whales and entice participants to participate in kayak tours during the colder winter months.

NON-PEAK SEASON PRICE LIST CHART

	Single Kayak	Tandem Kayak
90 Min Sea Cave Tour	\$65	\$80
Kayak & Snorkel Tour	\$75	\$110
Whale Watching Tour	\$80	\$110
2 Hour Kayak Rental	\$35	\$45

PROPOSED OPERATIONS FOR NON-PEAK SEASON

EDCA operations for non-peak season will change to accommodate a drop in demand. EDCA proposes to offer a max of ten (10) primary tour slots while demand and ocean conditions permit during the Spring and Fall months before and after the peak season restrictions. Adherence to this limitation allows EDCA operational consistency outside of restrictions while demand is still high.

During the colder months, typically from December 15th through March 15th, EDCA proposes to offer a unique Whale Watching Kayak Tour that increases revenues for both the CITY and EDCA. Whale Watching Tours offer participants an intimate experience with one of the largest creatures to inhabit the planet. Many of the Whale Watching Tour participants are return participants from peak season which speaks to the quality of EDCA kayak tours.

REQUEST FOR OPTION C:

FOUR (4) INDIVIDUAL RENTAL KAYAKS & TWO (2) SECONDARY TOURS

EDCA respectfully requests Option C as outlined in the RFP to accommodate the demand of EDCA return participants that request individual rentals. Option C allows EDCA to provide an alternative option to many local and return participants who already experienced a guided kayak tour. In lieu of safety, guided kayak tours will always be recommended and suggested to new and inexperienced clients.

INCREASED VOLUME CANDIDACY

EDCA is an appropriate candidate for an increase in volume to fifteen (15) primary tour slots and twelve (12) individual kayak rentals. Historical increases in revenue and percentage fees from 2015 illustrate the ability of EDCA to maximize awarded tour slots. The acquisition of new facilities has provided EDCA with the necessary space for equipment storage and participant flow management. Additionally, the presence of EDCA at the end of Avenida de la Playa has helped revitalize the area. New restaurants have opened next to EDCA and have had sustainable and profitable benefits from the increase in participants EDCA brings to the area. This is in alignment with the original vision of the La Jolla Shores Business District.

EDCA occupies a 2,600 sq.ft flagship store located at 2261 Avenida De La Playa. The EDCA second location is an additional store front/office of 1,600 sq.ft located at 2246 Avenida De La Playa. These combined locations allow EDCA to have unparalleled participant flow management that alleviates congestion, making EDCA an ideal candidate for an increase in volume.

EDCA ensures that safe and efficient operations are not compromised regardless of tour volume. EDCA has an extensive continual training program that sufficiently addresses an increase in tour volume for any and all potential safety concerns that may arise from proposed operations.



KAYAK TOUR TOPICS, TRAINING, LOGISTICS & SAFE EXECUTION

The following is an outline of guide training for kayak tour operations and the proper execution of concession requirements as set by the City of San Diego and Lifeguard Services. The complete and detailed description of EDCA tour guide training is provided in the next chapter.

Safety is the number one concern for EDCA in operating kayak concessions in the La Jolla Ecological Preserve and public boat launch. Guide training revolves around this and is continually stressed during operations. All kayak guides must complete EDCA inhouse BCU training and attend the annual San Diego Lifeguard Kayak Guide Orientation. Along with these yearly mandatory events, guides must also attend monthly workouts that extend throughout the non-peak season. EDCA Guides must adequately demonstrate the ability to execute kayak operations in accordance with Exhibit C and internal protocol to ensure safe operations in the water and on land, year-round.

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PRE-TOUR PROCEDURES

EDCA kayak tours are booked to a maximum of ten (10) participant kayaks, and never more than twenty (20) clients. Participants are instructed where to park, when to be at the shop, what to wear, and what to do if they are prone to seasickness during the booking process prior to the tour. The day before their tour, a reminder email is sent to each participant with information on how to prepare for a safe and fun experience.

EDCA suggests that all tour participants and its employees find parking in the residential neighborhoods east of the EDCA storefront. EDCA has also created a partnership with a ride sharing company and incentives for participants using services like Uber and Lyft. This helps reduce the vehicle traffic and minimize parking congestion from the busy merchant district on Avenida De La Playa. EDCA also recommends to all their guests to arrive early, no later than thirty (30) minutes before their tour time to account for poor traffic and parking conditions. Check-in begins thirty (30) minutes prior to the tour start time.



Accepted

Tour booking for San Diego Kayak Tour has been confirmed.



FRI 31 JAN • ARRIVE BY 9:30 AM • STARTS AT 10:00 AM

CUSTOMER DETAILS	TOTAL	\$0.00
Jenna Eggleston		
EDCA Kayak Tours	Double kayak (20-30 min)	\$20.00
EDCA Kayak Tours	Double kayak	\$20.00
EDCA Kayak Tours	Tour & Fee	\$0.00
EDCA Kayak Tours		
	TOTAL	\$2.00

Minimize the booking

DIGITAL WAIVER

This waiver requires that all participants sign a waiver. If you're registered for your family/friends in person, please forward this confirmation to them to ensure they have the opportunity to sign their waiver(s). Signing our electronic waiver greatly expedites your check-in process, while also supporting our efforts in going paper-free. Thank you!



ATTACHMENT A: OPERATING PLAN

Upon arrival, participants are instructed to sign the digital Release of Liability Agreement Waiver form during check-in. All individuals renting a kayak or participating in a kayak tour are required to complete the respective form, or their legal guardian if they are under 18 years of age. The Liability Waiver holds the CITY, its agents, officers, and employees harmless and indemnifies the same from any claims relating to the participants' activities on the CITY beach which arise from or are in any manner connected with the services provided to the participants under the Agreement.

EVERYDAY-CALIFORNIA

Tour - Waiver/Release of Liability Agreement

IMPORTANT! PLEASE READ THIS CAREFULLY. BY SIGNING IT, YOU WILL BE GIVING UP IMPORTANT LEGAL RIGHTS.

- 1. ASSUMPTION OF RISK:** There are inherent risks in kayaking and snorkeling that could result in serious physical injury, loss, damage to personal property, or even death. These risks include, without limitation: caps, bruises, sprains, broken bones, concussions, muscle soreness, paralysis and drowning. The undersigned assumes all risks and voluntarily agrees to participate in spite of the risks.
- 2. RELEASE OF LIABILITY:** In consideration of my participation in the activity, I hereby release, waive and discharge H.S. Ventures, LLC, DCA Everyday California and its owners, agents, employees, representatives and volunteers ("Released Parties") from any and all claims, loss, damage or costs arising from my participation in the activity, including, but not limited to, making use and from the beach or while using any equipment, and I agree the Released Parties WILL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR ANY REASON, whether arising from their ordinary NEGLIGENCE OR OTHERWISE, except for the gross negligence or willful misconduct by the Released Parties.
- 3. INDEMNITY:** I agree to indemnify, defend and hold harmless the Released Parties, the City of San Diego, its agents, employees, representatives and volunteers ("Indemnities") against all loss, injury, damages, or costs, including court costs and attorney's fees, that the Indemnities may incur arising out of or in any way related to my participation in this activity, to the maximum extent permitted by law.
- 4. WARRANTY OF CONDITION/EMERGENCY CARE:** I understand this tour may involve strenuous activity. I warrant I am in a condition that will allow me to participate without harming myself or others. Everyday California disclaims any investigation into my medical history or background, and is relying on my warranty to allow my participation. Everyday California reserves the right, in its sole discretion, to deny my participation in this activity for any reason. I consent to emergency medical care and transportation in the event of injury to me.
- 5. OTHER:** In the event that any provision of this release is found to be invalid or unenforceable, the remaining parts will not be invalidated, and shall remain in full force and effect. California law applies. This release is binding upon the heirs and successors of each participant. The enforceability or validity of this agreement shall not be affected by the fact there are multiple contracting parties who sign it.
- 6. CONSENT/CONDITION OF EQUIPMENT:** I have read this Waiver and Release of Liability Agreement and understand I am giving up legal rights. I further release and hold responsible for any loss or damage of rental gear and will be charged as follows:
LOST PADDLE (\$17.00), LOST FIN (\$27.00), LOST SHOEBOX (\$15.00), LOST WETSUIT (\$17.00), LOST LOCKER KEY (\$1.50)

CONSENT(S) HAVE READ THIS WAIVER/RELEASE AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Today's Date: January 8, 2020

Please select who will be participating...

☐ OTHER ☐ MYSELF

ATTACHMENT A
OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

During the check-in process participants are given the option to store personal items in the available 114 lockers and instructed on what to bring and not bring on the tour. Five changing rooms and an Americans with Disabilities Act (ADA) compliant restroom are available for use after check-in.



Wetsuit Storage

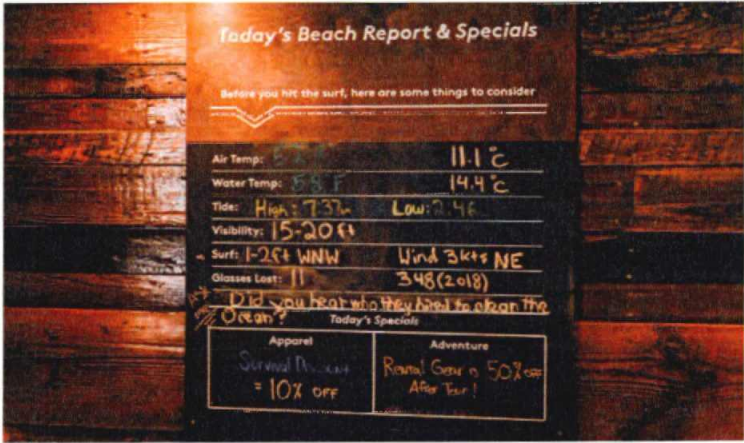


Front Desk/Check-in Counter



Shop wall, where images + info about tours are displayed for customers

ATTACHMENT A: OPERATING PLAN



Conditions Report on the Flagship Store wall, visible to all customers and updated daily



Lockers



Changing Rooms

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

Once participants have filled out the Release of Liability Agreement waiver form, changed into appropriate swimwear and have stored personal items, their tour guides equip them with appropriately sized helmets and personal flotation devices (PFDs). After all participants have been appropriately outfitted for the tour, all participants are escorted to the designated tour staging area. A final check is given to ensure everyone has signed the waiver form, stored anything that should not or cannot be brought on the tour, gone to the bathroom, and given the opportunity to disclose any health and/or medical concerns that could require the guides' attention. For each tour, the lead tour guide is handed a receipt with the final head count, boat count, and any additional notes needed to serve the tour.

Next, a final gear check is given before tour guides escort tour participants to the boat launch, utilizing the pedestrian sidewalks and crosswalks to alleviate congestion and foot traffic along Avenida de la Playa to reduce impact to the surrounding businesses and community. Many participants patron local business before and after their tour.

After arriving at the beach, tour guides lead the tour participants to the coned off section of the beach San Diego Lifeguard Ambassadors have appointed for paddle instruction.

While the lead tour guide gathers the tour participants in the aforementioned designated area, the secondary tour guide works with the beach staff personnel to gather paddles for the tour participants and pull boats from their designated holding area along the sea wall. After paddles have been handed out, the secondary tour guide continues to prepare the kayaks along with the beach duty personnel ensuring that all equipment is in accordance with regulations and company standards. During this time the lead tour guide conducts a paddle instruction that includes safety measures, how to correctly enter kayaks, what to do in the event of a capsized kayak, distress signals, guidelines for paddling in unison, and how to make it through the surf with the aid of the beach staff and secondary tour guide.

PADDLE INSTRUCTIONS

1. Introduce the guides for the tour and the beach staff
2. Top seated, sea kayaks designed to go through large surf
3. Nose, or front of the kayak must be pointed into the waves during entry
4. Bigger, or more experienced person sits in the back of the kayak
5. Demonstrate how to hold the paddle and the correct way to paddle
6. Paddling is the rule of opposites. Right is left and left is right. Pulling goes forward and pushing goes backwards. *Demonstrate and have them practice.
7. Paddles in the air in case of emergency while out on the water
8. Point out the 2 lifeguard towers, showers, and bathroom

ATTACHMENT A: OPERATING PLAN



Tour guide leading paddle instruction on the beach.

BEACH OPERATIONS & TRANSPORTATION OF EQUIPMENT

The Beach Supervisor and beach staff personnel begin each day by gathering all necessary equipment for beach operations. These include a waterproof smartphone to access the schedule of tours, a push-to-talk two-way radio for beach-shop communications, identifying kayak flags of blue and red, kayak repair tool bag, and emergency first aid kit. Next the beach staff personnel retrieve the company truck from its designated parking location behind the office at 2246 Avenida De La Playa to begin loading and transporting kayaks and paddles, along with a custom aluminum paddle rack to keep the designated storage area neat and tidy.

The truck is loaded with a maximum of ten (10) Hobie Kona kayaks and two (2) Malibu MiniX guide kayaks and twenty-four (24) paddles. The company truck is equipped with two (2) safety tie downs and two (2) ropes for securing kayaks and 4-wheel drive. EDCA employees are at no time allowed to illegally park the truck for kayak loading or unloading. All EDCA employee drivers are licensed and registered and insured through the company's commercial auto insurance policy. The trucks used for kayak transportation are also registered and commercially insured as well as readily identifiable from a distance of one hundred (100) feet with the Company logo and telephone number.



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TRANSPORTATION OF EQUIPMENT



ATTACHMENT A: OPERATING PLAN

TRANSPORTATION OF EQUIPMENT



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Transport to the beach requires two beach staff personnel. Employee drivers must follow all traffic signs and rules while operating the company vehicle. Drivers come to a complete stop at the boat launch and place the truck in 4-wheel drive. Once the second beach staff employee exits the vehicle and gives the go ahead, the driver carefully enters the sand and never exceeds 5 mph. The passenger that exits the truck walks it onto the sand towards the unloading site, ensuring at all times that the path is clear. The first drop off time is at 8:15 a.m. to remain in accordance with Exhibit C that no kayaks or company trucks are allowed on the beach before 8:00 a.m.

Beach staff personnel under the supervision of the Beach Supervisor, unload the truck and store kayaks in the designated area along the sea wall in a timely and orderly fashion to ensure the free use of the boat launch. The company truck is on the beach for no more than fifteen (15) minutes. Prior to exiting the boat launch, beach staff personnel circle the truck, looking underneath and around the vehicle to ensure the path is clear of pedestrians, holes, or other obstructions and then walks the truck safely off the boat launch. Once off the sand, the truck must come to a complete stop to disengage all-wheel drive, then continues back to the designated parking spot.

The Beach Supervisor manages and directs the beach staff personnel in maintaining company equipment in an organized fashion. The Beach Supervisor is responsible for continual assessment of ocean and weather conditions and communication of said conditions to the shop and tour guides. Beach staff personnel assist with tour embarking and disembarking to ensure the safe launch and return of tour participants as well as keep the boat launch organized and free of obstruction for public use. Beach staff personnel also keep the emergency lanes used by San Diego Lifeguard free and clear of company equipment and tour participants. The Beach Supervisor ensures that kayaks are away from the sea wall for no more than fifteen minutes.

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TOUR EMBARKING, DEPARTURE & PROCEDURES

Upon completing the paddle instruction, tour participants are lined up and positioned behind the kayaks in the designated area. One final gear check is made to ensure all participants are wearing their appropriate USCG approved PFD's and whitewater helmets. The lead tour guide enters the water first and establishes the meeting point 200 yards outside of the surf zone within the boundaries of the boat launch. Once the lead tour guide has established the meeting point the secondary tour guide and beach personnel assist tour participants through the surf to ensure tour participants avoid collisions with other kayakers and ocean goers, avoid capsizing, and remain clear of adjacent swim zones.

After all tour participants and the secondary guide have successfully gathered at the meeting point established by the lead tour guide, both tour guides ensure all tour participants are properly seated and ready for the tour. Paddle signals and safety policies are once again covered as well as the right of way for other water participants, namely informing tour participants that swimmers, snorkelers, and scuba divers have the right of way.

The lead tour guide instructs tour participants on maneuvering and defensively positioning kayaks during tour stops. Tour participants are instructed to always remain ocean-side of the tour guides. The secondary tour guide remains in the back with the slowest participant kayak while the lead guide constantly monitors the distance between, ensuring that tour participants remain in a tight group.

Ocean conditions such as swell direction, wind, and current are continually assessed by both tour guides for the duration of the tour with the lead tour guide determining the safest routes. Tour participant skills and stamina are also continually assessed with the lead tour guide adjusting pace and stopping times to accommodate the tour. If the San Diego Lifeguards cancel operations, guides are messaged while on the water to immediately turn the tour back around and head towards the designated boat launch.

The tour route is always subject to the conditions of the ocean with safety being paramount. Tour guides are trained to accurately assess conditions and respond accordingly. Situational awareness is one of the most important aspects to EDCA guide training and all tour guides are chosen with this key attribute in mind. Complete knowledge of the geological areas and danger zones is mandatory for all tour guides as well as seasonal changes and what areas are affected with said changes.

When approaching the caves, tour guides steer clear of Devil's Slide (the site of the Rose Canyon Fault line and a notorious area for shallow breaking waves) and the eastern corner of the cliff face as well as barnacle covered rocks. Tour guides also monitor wildlife in the area such as the Sea Lions, Brandt's Cormorants and other birds to ensure a safe viewing while respecting the habitat and sea life.

Entering Emerald Cave is dependent on ocean conditions even when operating under a Hazard Alert 0. Entrance into Emerald Cave is never guaranteed or promised. Lead tour guides are trusted to make the decision to enter the cave or not, only after it's been cleared by both the San Diego Lifeguards and by the EDCA Manager on duty. Additionally, if there is congestion at the cave, EDCA lead tour guides may choose to not enter Emerald Cave to reduce congestion and to provide a more active and immersive tour rather than having tour participants sit in a long queue.

Procedures for entering Emerald Cave require safe conditions first and foremost. A safety assessment is conducted by the lead tour guide. Once the decision to enter Emerald Cave has been made by the

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lead tour guide, the tour is given an overview on how to safely enter with the assistance of the lead guide. They are instructed to not touch the barnacle covered walls with their hands and to pay special attention to any instructions given by the lead tour guide. The secondary tour guide keeps the tour participants in a tight group positioned on his or her ocean-side, defensively near the mouth of the cave while also monitoring the swell. The lead tour guide attaches his/her kayak to the secondary tour guide and dons fins before entering the water. The lead tour guide kayak is attached to the secondary tour guide's kayak to prevent the kayak from blocking the smaller, most western entrance into Emerald Cave, which is a popular route for swimmers and snorkelers.

Each tour participant kayak is assisted into the cave by the lead tour guide. The lead tour guide holds the back of the kayak and ensures that the tour participants do not crash into the side walls or capsize once inside cave. Each tour participant kayak is swam into and out of Emerald Cave in a safe and efficient manner with respect to other ocean goers such as swimmers, snorkelers, and other kayakers.



ADHERENCE TO SWIM LANES AND NO KAYAK ZONES

The lead tour guide works with the secondary tour guide to ensure all kayakers remain out of the swim lanes and no kayak zones. The tour route stays at least fifty (50) yards outside of the swim lane, starting from the La Jolla Cove and extending for a half mile northeast of the cove as marked by buoys. Tour guides inform tour participants on where the swim lane begins and ends and guides them away from the La Jolla Cove swim lane when leaving the cave area. Tour guides also ensure tour participants remain out of the swim zone in front of the La Jolla Beach and Tennis Club even after peak season when the buoy rope is removed. Swimmers, snorkelers, and scuba divers are always given the right away even when they are outside of swim zones. Tours are never taken south of Point La Jolla, as this area is designated as a "No Flotation Device" zone.

MARINE LIFE VIEWING PROCEDURES

The La Jolla Ecological Preserve is home to a diverse and large marine life population. EDCA trains tour guides on the correct way to view the multitude of marine life inhabiting the preserve. The tour narrative also includes information on the variety of marine life, laws protecting the marine life such as the Marine Mammal Protection Act of 1972 (MMPA), the rules inherent with the La Jolla Ecological Preserve status as both a Marine Protected Area (MPA) and Area of Special Biological Significance (ASBS) and ensures the tour participants abide by these rules in their safe engagement with the local marine life. Failure to abide by these laws will result in termination of employment from EDCA.

When viewing the Leopard Sharks that inhabit the area in front of the La Jolla Beach and Tennis Club

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and Marine Room Restaurant, tour guides maintain a path that does not encroach the swim zone, keeps tour participants beyond the surf break and away from swimmers, snorkelers, and waders. Tour guides always remain between tour participants and the shore to keep a constant vigilance on the swell and surf. Should the Leopard Sharks not be viewable within these parameters tour guides are confident in making the decision to skip this section of the tour and to proceed to the next stop. Tour guides are chosen, in part, for their ability to make safe decisions and maintain a personal connection with participants to ensure a safe and fun tour regardless of the amount of marine life present on any given tour.

When viewing wild dolphins, porpoises, and sea lions that are often spotted swimming through the reserve or near Emerald Cave, tour guides keep a safe distance of at least fifty (50) yards from the sea life. Viewing time of sea life is never more than twenty-five (25) minutes, and tour guides are trained to avoid circling, trapping, or chasing. Large whales, most commonly Grey Whales, are to be viewed from a safe distance of at least one hundred (100) yards, and tour guides are taught to avoid separating mother and calf pairs.

TOUR DISEMBARKING & RE-ENTRY TO BOAT LAUNCH

Tour guides continually assess the ocean and weather conditions throughout the duration of the tour, allowing the lead tour guide the ability to maintain the tour in the designated area of the water at the boat launch. Wind and current can cause inexperienced and experienced kayakers alike to drift outside of the designated area for disembarking. The lead tour guide establishes the area where the tour participants are to remain, two hundred (200) yards out on the ocean-side of the guide and waiting for the OK signal to reenter the boat launch one kayak at a time. Upon regrouping, the lead tour guide signals to the Beach Supervisor to be allowed to disembark. The Beach Supervisor determines whether or not the tour may disembark and communicates this to the lead tour guide.



Tour guide demonstrating signals for "OK" and "NO/STOP"

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After the Beach Supervisor has given the go ahead signal to disembark, the lead tour guide acknowledges and proceeds to instruct the tour participants on how to safely re-enter the boat launch while the secondary tour guide disembarks. As the secondary tour guide paddles into the surf zone, the lead tour guide describes the process of how to successfully surf any waves into the boat launch and what to do in the event of capsizing.

During re-entry instruction, beach staff personnel enter the water to prepare to assist returning tour participants. Under calm conditions, one beach staff employee swims out to chest-deep waters to serve as a guide of where to re-enter and to assist tour participants on safely catching waves back into the boat launch. A second beach staff employee enters the water to assist tour participants in remaining in their kayaks as they surf back into the boat launch. Many beginner kayakers have trouble maintaining proper positioning for surfing back into the boat launch. The secondary beach staff employee ensures that all kayakers maintain proper positioning for a safe re-entry. The beach staff and secondary guide's main goal inside the boat launch is injury prevention, for themselves and EDCA patrons. They are positioned strategically inside the surf zone to help and assist when needed.

The most dangerous part to kayak surfing and re-entry to the boat launch is other kayakers. For this reason, tour participant kayakers are sent in one at a time. Beach staff personnel are able to assist each kayak individually, ensuring a safe and successful re-entry. This process is guaranteed by the constant and open communication between the guides and beach staff.

GUIDE TRAINING OUTLINE

REQUIRED CERTIFICATIONS

1. CPR for the Professional Rescuer
2. Basic First Aid
3. Lifeguard Division Kayak Guide Orientation Training Course
4. Completion of EDCA BCU Kayak Guide Course

ORIENTATION

1. Company Policies & Procedures
2. Human Resources
3. Employee Handbook
4. OSHA policies & Safety in the Workplace
 - a. OSHA Handbook
 - b. Kayak Loading & Unloading
 - c. Securing Kayaks with Tie Downs
5. Employee Code of Conduct
6. Uniform Policy
7. Boat Launch Rules & Etiquette
8. Driving Company Vehicles

PRELIMINARY TRAINING

Operating Procedures &
Protocol

1. Overview of the La Jolla Ecological Preserve
 - a. Hazardous Areas
 - b. Cliffside & Shallow Rocky Reefs
 - c. The Seven Sea Caves
 - d. La Jolla Cove & Swim Lane
2. Review of Kayak Concession Requirements/Exhibit C

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- a. Ocean Conditions & Safety
 - b. Identifying Markers
 - c. Concession Site Regulations
 - d. Water Activity Zones & Areas of Special Interest
 - e. Equipment
 - f. Waivers
 - g. Safety Precautions/Emergency Response Plan
 - h. Minimum Requirements for Guides
 - i. Violations/Safety Notices
 - j. Additional Concession Stipulation
3. Weather & Surf Conditions
 - a. Daily Surf Report
 - b. Condition Changes at Low & High Tides
 - c. Hazard Alerts
 - d. Operations & Logistics Under Various Conditions
 4. Hazards: Large Surf, Wind, Location of Local Cliffs & Sea Caves
 - a. Swell Activity & Vulnerable Areas
 - b. NW/SW Swells
 - c. Overview of Sandy Flats Hazards
 - d. Overview of Rocky Reefs Hazards
 - e. Comprehensive Paddle Over Shallow Reef & Tide or Swell Impact
 - f. Procedures & Policies for Entering the Clam Cave
 5. Emergency Action/Response Plan
 - a. Performing Water Rescues
 - b. Responding to Land Emergencies
 - c. Responding to Water Emergencies
 - d. Identifying Potential Emergencies Including Hypothermia, Insulin Shock, Diabetic Coma, Heart Attack, etc.
 6. Floatation Devices, Emergency Signaling Devices
 - a. Whistles & Whistle Blasts
 7. Instructing Participants on Kayak Paddling & Maneuvering
 8. Local Rules & Laws Pertaining to Water Activity Zones
 - a. Control Zones
 - b. Board Surfing Zones
 - c. No Board Surfing Zones
 - d. Boat Launch Zone
 - e. Swimming Zones
 - f. Closed Zone
 - g. No Boating Zones Applicable to Kayaking
 9. Local Rules & Laws Pertaining to the La Jolla Ecological Preserve
 - a. Definition According to SDMC
 - b. Boundaries
 - c. "Look but don't touch"
 - d. 5 m.p.h.

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- e. No Commercialization Without a Permit
 - f. Marine Mammal Protection Act
- 10. Signs & Symptoms of Hypothermia
 - a. Shivering, Confusion, Low Energy, Shallow Breathing, Lack of Coordination, etc.
- 11. Types of Local Marine Life
 - a. Sea Lions
 - b. Harbor Seals
 - c. Garibaldi
 - d. Leopard Sharks
 - e. Grey Whales
 - f. Brandt's Cormorants
 - g. California Brown Pelican
- 12. Review of General Lifeguard Operations
 - a. Law Enforcement Authority & Peace Officers; Citations/Arrest/Impound of Vessels
 - b. SDMC Requirement to Comply with Lawful Orders/Direction of Lifeguards
 - c. Lifeguard Ambassadors
 - d. 24-hour Staffing at Lifeguard Communications Center
 - e. Lifeguard Supervisor Hazard Alert Implementation
- 13. Proper Use of Push-to-Talk Cell Phones
 - a. Proper Radio Communication Etiquette
- 14. Applicable Federal & State Laws & Regulations for Vessel Operation
 - a. PFD Requirements
 - b. Navigation Lights During Restricted Visibility
 - c. Sound Signals
 - d. Visual Distress Signals
 - e. SDMC Prohibits Operation of a Vessel over 5 m.p.h. in any Area Marked by Buoys
 - f. Definition of a "Vessel"
- 15. Delivering Paddle Instruction/Required Paddle Instruction Topics
 - a. Introductions
 - b. Safety Procedures
 - c. Required Equipment
 - d. Paddling Skills
 - e. Kayak Maneuvers
 - f. Launching through Surf
 - g. Tandem Kayak Paddling Techniques
 - h. Kayak Seating & Positioning
 - i. Capsize Recovery
- 16. Emergency Access & Evacuation Routes, Summoning & Assisting EMS
 - a. Emergency Access Route for Lifeguard Vehicles

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- on the Beach
 - b. Storefront Evacuation Routes
 - c. 911 Emergency
 - d. Providing Assistance to EMS within Scope of Training/Certification
 - e. S.A.I.L.S.

TOUR DIALOGUE TRAINING & STOPS

1. Proper Introductions & Safety Procedures
2. Paddle Instruction
3. The La Jolla Ecological Preserve
4. Micro Habitats or Ecosystems
5. Kumeyaay Native Americans/Burial Caves
6. Rose Canyon Fault Line
7. Underwater Canyons
8. Local Marine Life
9. The Seven Sea Caves

GUIDE RANKING SYSTEM & EVALUATION

1. Shadowing 5 Star Guides
 - a. 2-3 Tours per Shift for 2-3 Weeks
2. Tour Procedures
 - a. Lead Tour Guide Anchoring
 - b. Pushing Participants through Surf
 - c. Hand Signals
 - d. Staying within Designated Zones
3. Completion of San Diego Lifeguard's Kayak Guide Orientation
4. Final Evaluation

WATER SAFETY PLAN TRAINING

1. Water Emergency Preparedness
 - a. Participant Requirements
 - b. Emergency Equipment
 - c. Safety Equipment
 - d. Emergency Whistle & Codes
 - e. AWA/ACA Paddle Signals
 - f. Maintaining Contact with Beach Manager
 - g. Required Attire
 - h. Kayak Identification
 - i. Paddling Techniques & Maneuvers
 - j. Equipment Maintenance
2. Preventing Water Emergencies
 - a. Identifying Hazards
 - b. Defensive Kayak Positioning
 - c. Tour Guide & Participant Positioning
 - d. Line of Sight
 - e. Tour Route Selection
 - f. Preparing the Tour Participants
 - g. Proper Equipment Sizing & Safety Procedures
3. Water Safety Procedures

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Next the tour is led to the area in front of the most westernmost cave of La Jolla, called Clam Cave. The Clam cave, also known as Emerald Cave is actually a cavern with two entrances on the west side and another on the east side emptying into Emerald Cove. If conditions permit, the tour is led into the Clam with the lead guide donning fins and swimming each kayak into the cave while the secondary guide keeps the other kayak participant safely positioned near the entrance. The secondary guide has the lead guide's kayak tethered to theirs to keep the second entrance of the Clam open to swimmers and snorkelers. Here while the rest of the tour waits their turn to enter the cave, its common to view the California Sea Lions.

The California Sea Lion is one of the most iconic mammals of La Jolla, these marine mammals are playful and have distinct personalities. The sea lions are very social animals, often huddled up on each other on the rocks near the second entrance of the Clam. The sea lions use the rocks near the sea caves to regulate their body temperature. The females will usually be seen sunbathing during the day and hunting throughout the night. The primary diet of the California Sea Lion consists of a variety of small fish and squid.

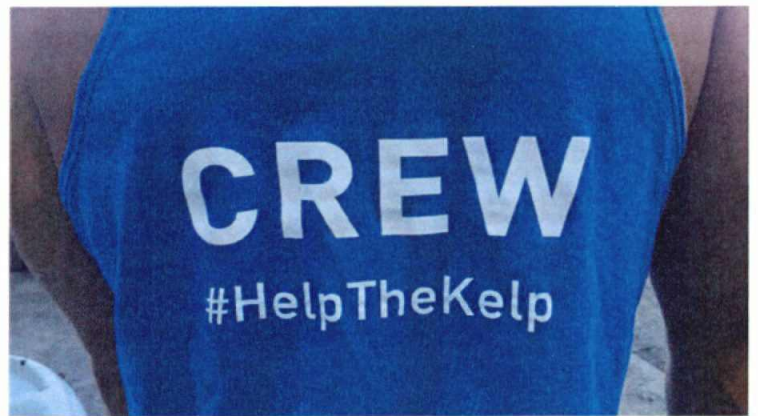


After the guides have successfully and safely explored the La Jolla sea caves, the tour group will begin its paddle around the La Jolla Swim lane towards the next habitat, the Giant Kelp Forest. Once clear of the swim lane, the guides can point out the kelp forest to the participants and inform them on how the underwater forest is such a vital part of La Jolla's thriving ecosystem. The underwater kelp forest can grow an average of 2 feet every 24 hours, making it the second fastest growing organism in the world after giant bamboo.

Beyond being a major source of food and providing abundant habitation for thousands of marine life, kelp has the ability to capture CO₂ at about five times faster than land plants. Due to rising ocean temperatures, and sea otters being nearly hunted to extinction in the 20th century, there has been a sharp decline to the kelp forests. EDCA has partnered with a company called Greenwave.org, who is working to re-establish and plant new kelp populations to the San Diego and Southern California

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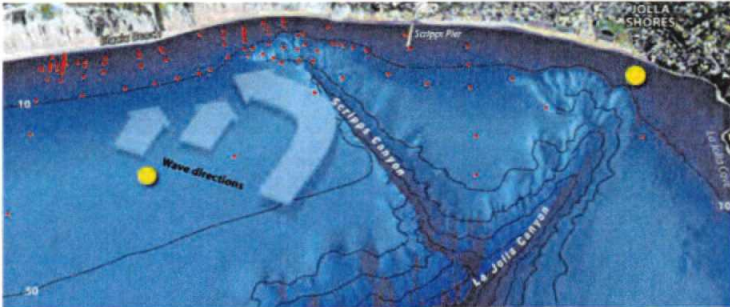
ocean, which is exciting news. Sea otters are essential to keeping a kelp forest healthy by hunting sea urchin that eat the bottom of kelp which can eradicate entire forests. The guides can thank all the participants for coming out with EDCA, by indirectly contributing 1% of their ticket price and all other purchases towards helping fund Greenwave. Kelp is as important to the ocean as trees are to land, and kelp needs to be replanted with the same vigor as trees have been. Kelp forests also act as a barrier, in our case, making it more difficult for large predators to enter the ecological reserve. Kelp is also used in a variety of consumer products including toothpaste, soaps, and shampoos. After exploring the ecological and economic benefits of a healthy kelp forest, the guides introduce EDCA's #HelpTheKelp. It's a social media hashtag to share information and bring awareness towards the status and impact of the underwater tropical rainforest in our own backyard. All interested customers are encouraged to #HelpTheKelp.



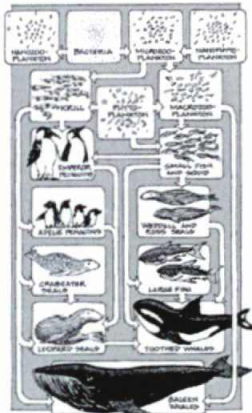
After playing and paddling through the kelp forest, the guides lead the group to the final stop and last habitat of the ecological reserve, the La Jolla Underwater Canyon. La Jolla's Underwater Canyon reaches depths of 600 feet within the reserve, and over 1600 feet outside of the reserve's boundaries. It is similar to a smaller underwater Grand Canyon. Only Monterey's Submarine Canyon in Northern California can rival that of La Jolla's. The La Jolla Underwater Canyon has 2 branches, the Scripps Canyon and the La Jolla Canyon. As waves move south towards San Diego from Alaska, the power and energy of the ocean travels through the submarine canyon and is refracted away from the boat launch and spread towards both Blacks beach and the Sea Caves. This fork in the road where the two branches split off has created the natural La Jolla boat launch protecting it from large surf. It is also responsible for creating one of California's premier surf spots in Black's Beach.

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The canyon also brings up an upwelling of cold, nutrient rich water to the surface. This is an underwater river that flows from the abyss and up to the shallow waters of La Jolla. This process encourages phytoplankton and seaweed to grow. Phytoplankton blooms bring in large animals higher up the food chain like fish, sea lions, seals, dolphins, and sea birds. Upwelling ecosystems like La Jolla are a few of the most abundant and productive ecosystems in the world. Coast upwellings only account for 1% of the ocean's surface, yet contributes to 50% of the entire world's fisheries.



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On the way back towards the boat launch, as the tour paddles straight east, the tour guides keep an eye out for the common dolphin. One of La Jolla's coolest residents, the common dolphin is the most prevalent dolphin in the MPA. The average size of an adult common dolphin is about 8 feet, weighing in at around 300 pounds. They are highly social and intelligent animals that swim in pods consisting of anywhere between 6 to over 1,000 dolphins. By utilizing many different vocals, they can not only communicate with other dolphins but use echolocation to discover underwater potential threats. They are often spotted in La Jolla in pods of 8-12, occasionally with sea lions tagging along as they form bait balls out of schools of mackerel or sardines.

Finally after a total of 90 minutes of paddling and talking their way through La Jolla's ecological reserve, the two tour guides and the group make their way back to the boat launch, floating 200 yards outside of the surf zone. The participants are instructed in how to safely surf kayaks back into the boat launch and up to the sand. One secondary guide will kayak in first, demonstrating how it's supposed to be done, then meeting up with the waiting beach staff in the shallows. After double checking the participants to make sure they are properly equipped and all gear is strapped in, the lead guide will then send the participant kayaks back to the beach one kayak at a time. Once all the participants have safely landed back on the sand, the lead tour guide will walk with the group to the public showers and restrooms and then back to the shop.



KAYAK & SNORKEL TOUR NARRATIVE & ITINERARY

The Kayak and Snorkel Tour (KST) includes much of the Sea Cave Kayak Tour with an emphasis on the marine life inhabiting the Preserve. However, the KST does not kayak into the Clam cave. Depending on the conditions, the lead tour guide anchors the kayaks in front of Arches, the area south of the Marine Room Restaurant known as Gazebos, or on the edge of the Giant Kelp Forest.

EDCA tour guides must have completed all certifications and shadowed multiple trips before being considered to lead a KST. Additional equipment includes a rock anchor and a kelp anchor. After establishing the safest spot for snorkeling, the secondary guide secures all the tour kayaks together while the lead tour guide secures the anchor. Additional safety measures are taken to ensure a safe and fun KST. Should the tour snorkel the waters in front of the caves, guides always remain between tour participants and the cave walls and rock formations, keeping a distance of fifty (50) yards. Life jackets are suggested for those not comfortable in the water. The secondary guide stays with the boats, conducting a continual head count. Should the tour snorkel the Giant Kelp Forest, the lead tour guide sets a route to ensure the tour does not encroach into the open water swim lane. If conditions are deemed unsuitable or unsafe for snorkeling prior to the tour, EDCA offers participants the option to reschedule, refund, or exchange.

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REDUCING IMPACT, CONTROLLING PARTICIPANT TRAFFIC & KAYAK TRAFFIC

EDCA took over the old La Jolla Shores Market and built out their primary location at 2261 Avenida De La Playa. This was done to accommodate an increased volume of participants while mitigating the impact on the local community. EDCA has established practices and protocols that manage participant flow and kayak traffic efficiently. The EDCA secondary location at 2246 ADLP is used as office space for its full time sales and marketing team, the branding and creative team, and also for kayak and equipment storage and product inventory. The access point behind the second location where kayaks are stored allows EDCA to load and unload kayaks in a commercial loading zone as well as park the truck used for kayak transportation off the street. EDCA is only one of two companies currently possessing parking spaces off the street for company vehicles.

CONTROLLING PARTICIPANT TRAFFIC & KAYAK TRAFFIC

The EDCA proposed tour schedule, in combination with discount programs to encourage participants to less desirable times, will result in an even flow of distribution helping to alleviate congestion. EDCA staff actively engages with participants as soon as they arrive to help guide them to the appropriate staging areas to eliminate a negative impact on the community.

The EDCA proposed tour schedule ensures that there are never more than twenty (20) kayaks on the beach at the boat launch. EDCA is the only company to operate with a versatile kayak like the Hobie Kona. The Hobie Konas are extremely durable and buoyant, making it very easy for beginners to use and control. Most importantly, EDCA chose the Hobie Konas because they can be quickly adjusted from a two seater, into a one seater kayak. This feature allows EDCA to set up every tour with any ratio of singles to doubles, without ever having to drive the truck back onto the sand to switch out different kayaks. This feature alone has decreased the use of the truck which helps decrease the burden on the boat launch and limits the kayak truck congestion.

EDCA utilizes the majority of its kayak fleet for guided kayak tours. EDCA will continue to prioritize guided tours over individual rentals which allow EDCA to better manage participant flow as well as increase revenues for both EDCA and the CITY. EDCA individual kayak rentals will be scrutinized for experience and knowledge of open water kayaking before booking, and each rental will go through the appropriate safety SOP in-house before leaving the shop. Additionally, rentals will only be sent out under the direction of the San Diego Lifeguards and the manager on duty, as calm conditions are warranted.

SHOP LOCATION & UPGRADED FACILITIES

The EDCA locations on Avenida de la Playa disperses the kayak industry's participant volume along the street which reduces congestion as well as revitalizes the east end of Avenida de la Playa. The location also allows EDCA to lead kayak tour participants down less travelled routes to further alleviate congestion for the businesses located on Avenida de la Playa.

The EDCA flagship shop was built out with more than just utility in mind. The shop represents the community with its unique and eco-friendly construction. The entire shop is finished with recycled wood sourced from deconstructed barns in San Diego and from decommissioned barges.

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BOOKING SYSTEM

EDCA worked with a team of developers to custom code a brand new website. The new site offers an updated booking system that integrates in-store booking with online booking for ease of use for participants, and to manage participant flow, kayak inventory control and eliminate the potential for overbookings. This proprietary system is unique and helps EDCA to easily and instantly adjust prices to current market rates. The EDCA booking system allows for an efficient process that employees utilize for scheduling and managers utilize for scheduling. The booking system automatically generates a confirmation email for participants that includes all the information participants need prior to the tour. This helps prepare participants ahead of their scheduled tour times resulting in a more efficient check-in process and overall more efficient operation.



LA JOLLA SEA CAVE KAYAK TOUR



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ADEQUATE SPACE FOR KAYAK INVENTORY AND PARTICIPANT FLOW

EDCA locations on 2261 and 2246 Avenida de la Playa have a combined square footage of over 4,500 square feet. The design of the facilities enables EDCA to easily and effectively manage participant and employee traffic.

EDCA safely and efficiently stores all kayaks within the second location on Avenida De La Playa. With a dedicated kayak storage facility away from the primary storefront, loading/unloading and transporting kayaks is done away from participants which allows for a reduction in congestion and a safer experience for both employees and participants.

ADEQUATE STAFFING FOR PROPOSED OPERATIONS & PARTICIPANT FLOW

EDCA employs a permanent staff of five (5) managers, twenty five (25) certified guides, one (1) beach supervisor, three (3) sales representatives and two (2) brand managers. During peak season EDCA hires and appropriately trains an additional fifty (50) or more seasonal employees.

During peak season EDCA proposes to operate with five (5) beach staff personnel under the direct supervision of one of the two (2) Beach Supervisors to alleviate congestion at the boat launch, safely and efficiently launch tours, organize kayaks and repair equipment as needed. The EDCA hiring process ensures potential employees are capable of working all positions necessary for a lean and efficient operation. After a tour guide has completed all minimum requirements established in Exhibit C, new employees are cross trained in customer service and sales. This hiring practice eliminates unnecessary employees, further reducing the impact of EDCA on the community.

END OF DAY PROCEDURES

EDCA finishes each day by fifteen (15) minutes before sunset. All kayak tours are completed and out of the water fifteen (15) minutes before sunset and all equipment is removed from the boat launch prior to sunset daily. Kayaks are properly stored and the company truck is parked in the designated parking spot behind the secondary location at 2246 Avenida de la Playa. The sidewalk and street are swept free of sand, cigarette butts, and trash. A daily closing checklist is kept to ensure all gear and safety equipment is stored away and in working condition.



The Daily Closing Checklist lives on a clipboard on the wall behind the check-in counter in our shop, and employees must run through it each day before closing.

Closing Checklist

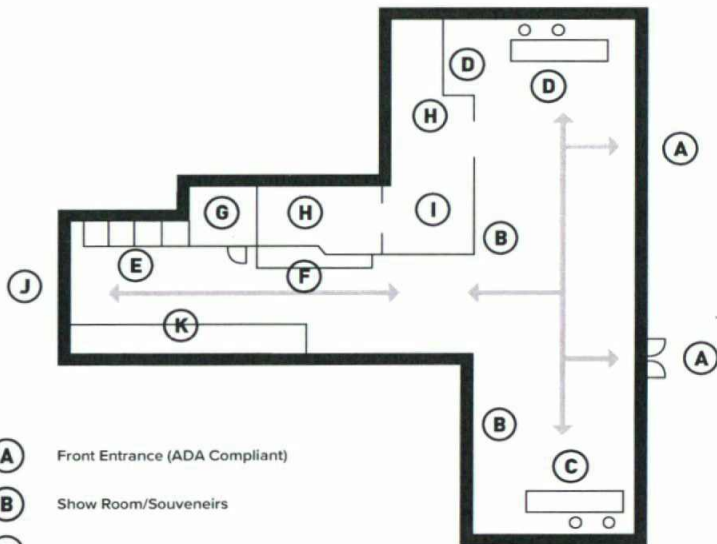
- ☐ Clothing size run, retail is stocked and folded down
- ☐ Restock wetsuits, space apart to dry out
- ☐ Bathroom: restock, wipe down sink/toilet/dryer, sweep and mop floor w/ bleach if necessary
- ☐ Rental gear: all returned, cleaned and put back.
- ☐ Empty all trash cans
- ☐ Wipe down computers, keyboards, mouse, tablets
- ☐ Wipe down all countertops and changing rooms
- ☐ Restock phone cases, chums, stickers, and other hardgoods
- ☐ Liability forms: print new ones, scan old ones
- ☐ Radios: return, clean and dry off. Turn them off and place on chargers
- ☐ Trucks parked in company parking space, cab is swept out, all gear and trash are taken out. Empty all trash cans
- ☐ Truck keys returned to front desk
- ☐ Final boat count is done and logged at 2246 before garage door is shut.
- ☐ Clean and hang pfd's, helmets, tow ropes
- ☐ Final check. Inspect boat launch for gear and trash, all perimeter doors locked, gear cleaned and stored, employee belongings are taken home
- ☐ Sweep the sand front/back of the shop

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

EVERYDAY CALIFORNIA FLAGSHIP STORE 2569 Square Ft.

2261 Avenida De La Playa
La Jolla, CA 92037



- (A) Front Entrance (ADA Compliant)
- (B) Show Room/Souveneirs
- (C) Kayak Check in (4 spots)
- (D) Kayak Rental Check in (4 spots)
- (E) Changing Rooms (5)
- (F) Lockers
- (G) Bathroom
- (H) Wash Room/Storage
- (I) Employee Room
- (J) Emergency Exit
- (K) Gear Room

ATTACHMENT A: OPERATING PLAN

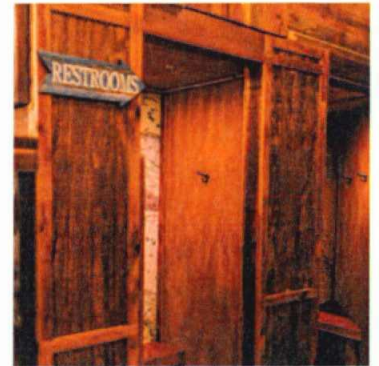
PHOTOS OF OPERATION - FLAGSHIP STORE



Outside the Flagship Shop



Changing rooms



Changing Rooms

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Gear Storage



Gear Storage



Gear Storage

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Customer Lockers



Lockers & Gear Room



Gear Room Storage

ATTACHMENT A
OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Wash Room/Gear Storage



Wash Room/Gear Storage



Retail Inventory

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Employee Room/Employee Lockers



Employee Room/Employee Lockers



Shipping & Fulfillment Center



Retail Inventory

ATTACHMENT A
OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Flagship Customer Bathroom



1% For the Planet Member Sign



Rental Check in Desk

PHOTOS OF OPERATION - FLAGSHIP STORE



Kayak Check in Desk & Liability Waiver Tablets



Rental Check in Desk



Liability Waiver Tablet on the Kayak Check in Desk

ATTACHMENT A
OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Show Room/Souvenirs



Show Room/Souvenirs



Show Room/Souvenirs

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Show Room/Souvenirs



Show Room/Souvenirs



Show Room/Souvenirs

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - FLAGSHIP STORE



Stickers for Map Mural



Rentals Pricing Board



Map Mural where customers can put a sticker where they're from

ATTACHMENT A: OPERATING PLAN

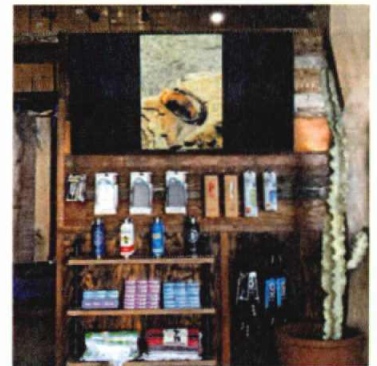
PHOTOS OF OPERATION - FLAGSHIP STORE



EDCA motto sign



Check in store directory signage



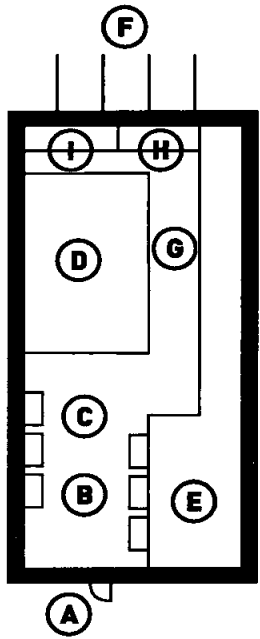
Show Room/Souveneirs

ATTACHMENT A
OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

EVERYDAY CALIFORNIA OFFICE, FIRST FLOOR
1200 Square Ft.

2246 Avenida De La Playa
La Jolla, CA 92037

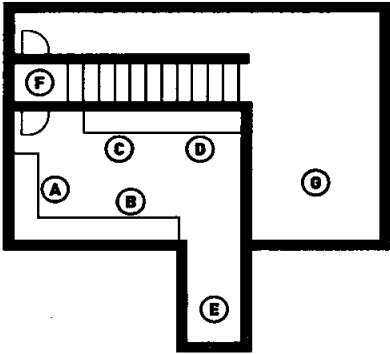


- (A) Front Entrance (ADA Compliant)
- (B) Sales/Marketing
- (C) Branding Team
- (D) Kayak/Board Storage
- (E) Wash Room/Gear Storage
- (F) EDCA Parking Spaces
- (G) Retail Inventory
- (H) Bathroom
- (I) Tool Shed/Gear Storage

ATTACHMENT A: OPERATING PLAN

EVERYDAY CALIFORNIA OFFICE, SECOND FLOOR
1200 Square Ft.

2246 Avenida De La Playa
La Jolla, CA 92037



- (A) Managing Partner's Desk
- (B) Director of Operation's Desk
- (C) Director of Sales's Desk
- (D) Managing Partner's Desk
- (E) Office Admin. Storage
- (F) Stairwell Landing
- (G) Gear and Equipment Storage

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - OFFICE



Front of Office - 2246 Avenida De La Playa



Sales/Marketing Team Desks



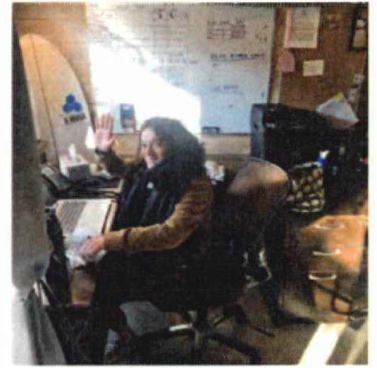
Employee Desk

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - OFFICE



Sales Team Desks & Office Space



Sales Team Desks & Sales Leader Board



Retail Inventory

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - OFFICE



Director of Operations & Managing Partner's Desk



Director of Sales's Desk



Office Admin Storage

ATTACHMENT A: OPERATING PLAN

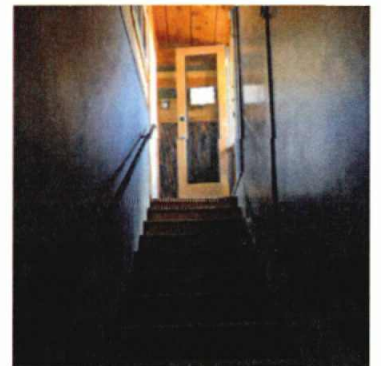
PHOTOS OF OPERATION - OFFICE



Office Meeting Incentives Board



Office Admin Storage



Stairs from Retail Inventory to Second Floor

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - OFFICE



Wash Room/Gear Storage



Wash Room/Gear Storage Cleaning Racks



Wash Room/Gear Storage

ATTACHMENT A: OPERATING PLAN

PHOTOS OF OPERATION - OFFICE



Kayak Storage Bay



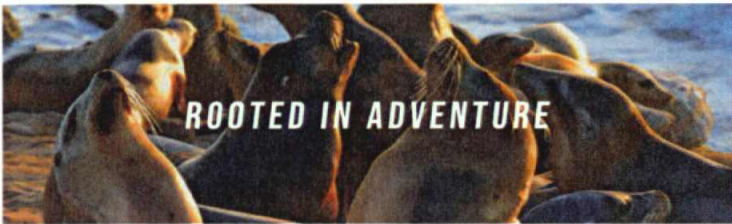
Kayak Storage Bay



Paddle Rack

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN



SUMMARY OF TRAINING PROGRAM

EDCA conducts annual training for new hires to become certified tour guides. During non-peak season EDCA offers bi-weekly training for all employees. Training includes but is not limited to: water training, tour dialogue training, general operations, water safety plan training, emergency prevention, concession requirements, and continual evaluations.

Before new hires begin acting and performing as tour guides, they must complete the EDCA extensive training program. Employees also undergo training to serve in multiple roles within the company to ensure maximum flexibility for scheduling and to ensure a lean and efficient operation.

PRELIMINARY TRAINING

Before new hires begin work they must obtain required certifications and complete new hire paperwork. These required materials must be turned into EDCA before they can be scheduled to work.

REQUISITE CERTIFICATIONS

New hires must obtain certifications for CPR for the Professional Rescuer and basic First Aid. EDCA has established working relationships with local American Red Cross instructors to facilitate the required certifications. New hires may also become certified elsewhere as long as it meets CITY requirements.

COMPLIANCE IN THE WORKFORCE

In full compliance with Title VIII of the Civil Rights Act of 1964, EDCA does not discriminate against current or future employees on the basis of sex, race, color, national origin or religion.

ATTACHMENT A: OPERATING PLAN

SEXUAL HARASSMENT TRAINING

All current and future employees of EDCA, including all managers, supervisors and part time staff will be provided with sexual harassment training and education. In compliance with SB 1343, training provided will be inclusive with harassment based on gender identity, gender expression and sexual orientation.

ORIENTATION

Orientation is conducted by the Director of Operations and the General Manager and entails a welcoming to the EDCA organization. During orientation new hires read and review Exhibit C so they fully comprehend operational regulations, the necessity to abide by these regulations and the significance these regulations have to operating a kayak concession.

New hires are then entered into the scheduling software with six months of availability. The Emergency Response Plan, Evacuation Plan and Water Safety Plan are given to new hires with the expectation that they become familiar with these documents as they will be held accountable for a complete understanding of said documents. Tests are routinely conducted on all safety, community, and participant service related SOPs.

Policies and procedures are given for driving the company truck as well as where to park and a carpool system for those living in close proximity to each other. During this portion, boat launch etiquette and safety is covered in regards to driving the company truck.

Orientation also includes paddle instruction criteria, tour introduction speech, boat launch regulations, key tour topics and company policies on drugs and alcohol. New hires are given uniforms with the company logo.

Each new hire is added to the company's Daily Operation Report email list. This is a companywide daily report that is sent out every morning to update employees with real time weather conditions, alerts from SD Lifeguards, and any notable safety focus points and reminders. This daily report has proven to

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

EXAMPLE DAILY OPERATIONS EMAIL

SD Lifeguard Conditions: (619) 221-8824

Air Temp: 57
Water Temp: 60
Surf: 4-5ft W 14sec
Wind: 3-5 kts
Tides: Low @ 9:47am - 2.1ft High @ 3:09pm - 3.8ft
Visibility: poor

Weekly Focus Points: Whale Watching Season is here utilize that to your advantage! If we are not able to make it inside the caves on our Kayak Tours, push out past the 1/2 mile buoy and try to find some whales! Going out whale watching, always be aware of what the wind is doing and stay away from the Point (Boomers).

Daily Safety Reminder: 200 yards out, always keep participants on your ocean-side. participants must have their life jacket and helmet on for the entire ride. Always use extra caution at the caves in the winter, make safety based decisions!

Daily Sales Focus: Talk to every person walking in the shop and try to make their experience memorable no matter what their reason is for stopping by. It is wetsuit season make sure we are recommending wetsuits at check in. WE ALSO GOT BOOTIES NOW! Mention participants survivor discount, 10% off EDCA Gear & 50% off all rentals besides kayaks.

City Alert Level: 1

EDCA Alert Level: 1. No Caves. Rentals & Tours Route C. Stay out of the cove. New swell building through the day.

Tours/Walk-in Price: Best Price Best Service. Xola Pricing.

90 min Sea Cave Kayak Tour: Good to Go

120 min Whale Watching: Good to Go

Rentals/Walk-in Price: Xola Pricing . Route C.

Kayak: Good To Go
Snorkel Gear: NO GO
SUP: Experienced participants Only
Surf/Boogie: Good to Go

Responsibilities:

Manager on Duty: Peter
Office: Andrew/Robin (open) Jackie (Close)
Shipping: Brodie

Kayak Guides:

920WW - Josh
12pm - Josh/Jack
2pm - Pete/Jack

Surf Instructors: Nat

ATTACHMENT A: OPERATING PLAN



BASIC TRAINING: OPERATING PROTOCOLS & PROCEDURES

Basic Training is conducted by the Director of Operations and General Manager. Operational rules and procedures are covered in both verbal instruction and practical training in the water and at the beach. Paddle skills, kayak maneuvering and the local geography and hazards are covered along with Hazards Alerts, Emergency Action Plan and Lifeguard Operations.

KAYAK CONCESSION REQUIREMENTS (EXHIBIT C)

EDCA requires complete understanding of all kayak concession requirements presented in Exhibit C for successful completion of guide training. A thorough examination of Exhibit C includes identifying markers, concession site and regulations, boat launch transport regulations, ocean conditions, maximum number of tour participants, participant kayak to instructor ratios, water activity zones and areas of special interest, waivers, equipment, safety precautions, guide requirements and certifications, EDCA Emergency Response Plan and violation notices. See page 110 for full Exhibit C compliance.

LA JOLLA ECOLOGICAL PRESERVE LAWS & REGULATIONS

Control zones are for swimming from 11:00 a.m. - 6:00 p.m. and surfing for all other times during the summer months.

Water Activity Zones designated by the San Diego Municipal Code include swimming zones, board surfing zones, boat launch zone, no board surfing zone, control zone and closed zone. Surfing is prohibited in swimming zones and swimming is prohibited in surfing zones. Checkered flags identify boundaries between zones.

Lifeguards have the authority to adjust designated zone boundaries as needed based on weather, water conditions, crowd conditions or other factors.

Surf Zone begins at the north restrooms at the La Jolla Shores and extends to the Scripps Pier. This is marked by the Lifeguard's yellow and black checkered flag.

Control Zone includes the main lifeguard station north of the public restrooms.

Swimming Zones include the area directly in front of the La Jolla Beach and Tennis Club from the Marine Room restaurant to the boat launch, the main swimming zone from the northern boundary of

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

the boat launch to the main lifeguard station, the Scripps swimming zone and the Open Water swim lane starting at the La Jolla Cove.

No Boat Zones include the area directly in front of the La Jolla Beach and Tennis Club from the southern boundary of the boat launch down to Roseland Drive and the Marine Room restaurant; the no boat zone extending from the La Jolla Cove; and the no boat zone north of the boat launch.

The Marine Mammal Protection Act enacted in 1972 prohibits the taking of marine mammals in U.S. waters and prohibits the harassment of marine mammals including touching, chasing, disturbing breeding or migration routes. The MMPA also requires that ocean goers remain at a distance of at least 50 yards from all marine mammals, and at least 100 yards from large whales.

The Ecological Preserve was established in 1971 as a "look but don't touch" area to protect and conserve the marine environment, local marine life, marine vegetation, geological formations and resources. The Ecological Preserve is part of the greater San Diego-La Jolla Underwater Park.

San Diego Municipal Code also prohibits vessels from travelling in excess of 5 mph with any area marked by buoys.

Commercial use is prohibited without the proper permit in the La Jolla Ecological Preserve. EDCA employees are instructed to report any unauthorized commercial activity to Lifeguard Services.

FEDERAL & STATE LAWS PERTAINING TO VESSEL OPERATION

California state law and federal law for vessel operation requires that all kayaks and canoes must carry a Type I, II, III, or V life jacket for each person on board and be readily accessible for the intended wearer and be in good, serviceable condition.

California state law and federal law also requires that navigation lights are required during times of restricted visibility, such as dense fog. State law and federal law also require navigation lights between sunset and sunrise.

California state law also requires a vessel to provide a means of making an efficient sound signal.

California state law and federal law also requires visual distress signals in coastal waters between sunset and sunrise. These visual distress signals are required to be in serviceable condition, readily accessible and marked with the date showing service life, which must not have expired.

LIFEGUARD OPERATIONS

Lifeguards conduct water rescues of swimmers, surfers and divers; coastal cliff rescue, boater rescue up to three miles offshore; and medical aid. EDCA employees are to follow all directions given by Lifeguards in the event of an emergency.

ATTACHMENT A: OPERATING PLAN

Lifeguards have the authority to cite, arrest and impound vessels. San Diego Municipal Code resolves that is unlawful for any person to refuse to follow or comply with any lawful order, signal or other direction of a lifeguard, or to knowingly provide false information to a lifeguard. Lifeguards are authorized to make an arrest whenever there is reasonable cause to believe that a misdemeanor was committed in the City of San Diego beach areas.

Harbor patrol functions as boating enforcement in the ocean and Lifeguard Ambassadors are delegated to enforcing boat launch rules and regulations as well as kayak concession operations.

The Lifeguard Communications Center maintains 24-hour staffing with tower lifeguards going off duty at sunset with the exception of two lifeguards on duty at all hours.

The on duty Lifeguard Supervisor implements any Hazard Alerts pertaining to kayak operations.

WEATHER & SURF CONDITIONS

The lifeguard daily surf report maintained by the San Diego Fire-Rescue Lifeguards (619-221-8824) is called every morning from the shop by the manager on duty. This information is transferred to the EDCA Daily Operation Report, as well as posted on the daily conditions board at the check-in desk. This info is viewable for all participants, staff and the general public. The Manager on Duty also conducts a visual conditions assessment and communicates current conditions and safety focus points to the Daily Operation Report. All guides are informed and have reviewed the Daily Operation Report prior to tour commencement. Conditions are monitored throughout the day by both the Manager on Duty and the Beach Supervisor and updated accordingly.

HAZARDS OF WIND, HIGH SURF, SEA CAVES & CLIFFS

Any small craft advisories and adverse wind conditions and/or high surf conditions are cause for voluntary cancellations of tours and rentals. Tour routes are adjusted based on wind, current, swell direction and high surf hazards to keep tours in the safest possible positions for the entirety of the tour. High wind conditions are combated by shorter and less frequent stops on the tour to avoid excessive drifting.

The area of the sea caves and the area in front of Devil's Slide are two of the most potentially hazardous locations of the Preserve and special attention is paid to these areas for the entirety of the tour to ensure safety.

Entrance to Emerald Cave is never guaranteed and tour guides make the decision to enter or not based on the current conditions and from directions of the San Diego Lifeguards. Should lifeguard services raise a Hazard Alert restricting entrance to Emerald Cave, tour guides adhere to lifeguard services decision. Often, the General Manager will error on the side of caution and establish an Internal Hazard Alert before hearing from the Lifeguards.

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

HAZARD ALERT PROTOCOL & PROCEDURES

EDCA employees are required to adhere to Lifeguard Hazard Alerts. The following alerts establish how EDCA shall conduct tours and/or cancel rentals/tours.

HAZARD ALERT PROTOCOL & PROCEDURES

Hazard Alert 0:	Conditions normal, permitted activity allowed.
Hazard Alert 1:	Conditions warrant increased safety measures. Sea cave entry or boat launch restrictions may be applied independent of each other. Individual rentals may or may not be allowed. Determinations to be made by on-duty lifeguard supervisor.
Hazard Alert 2:	Conditions warrant increased safety measures. Individual rentals are not allowed, guide to client ratios may be increased (one guide for every four kayak tour boats) and/or launching/retrieving staff may be increased independent of each other. Determinations to be made by on-duty lifeguard supervisor. Additionally, kayaks are not allowed into the La Jolla sea caves.
Hazard Alert 3:	No commercial kayak operations allowed.

The on-duty lifeguard supervisor will determine if a Hazard Alert 1, 2 or 3 is needed, and concessionaires shall be notified when a Hazard Alert is implemented. The decision by the lifeguard supervisor is non-negotiable and shall be adhered to immediately by the Concessionaire.

Lifeguards reserve the right to close the boat launch and/or terminate any kayak tours and/or rentals based on safety conditions.

EMERGENCY ACTION PLAN TRAINING

EDCA guide training includes thorough instruction on EDCA's Emergency Response Plan regarding water rescues, land-based emergency responses and further actions as outlined in the Emergency Response Plan. Guides must demonstrate a complete understanding of the Emergency Response Plan upon evaluation. The Emergency Response Plan is outlined in detail on page 101 of this proposal.

EMERGENCY SIGNALING DEVICES & FLOATATION DEVICES

EDCA tour guides carry emergency whistles for signaling an emergency and are instructed on paddle signals for communicating emergencies.

ATTACHMENT A: OPERATING PLAN

All tour participants are required to wear Type III USCG approved personal flotation devices (PFD) for the entirety of the tour. Individual kayak rentals are likewise required to wear Type III USCG approved personal flotation devices. All individuals participating in kayak tours of the La Jolla sea caves area shall possess and wear a properly fitting and secured helmet, appropriate for whitewater use.



EMERGENCY ACCESS & EVACUATION, CALLING EMS

The emergency access lanes on the beach for Lifeguard vehicles is free and clear of EDCA equipment and tour participants at all times. The areas are coned off by the lifeguard ambassadors daily and is strictly adhered to at all times. Tsunami evacuation routes are posted at the boat launch and EDCA staff are versed in these routes.

In the event of an emergency, EDCA employees are instructed to call 911 and request lifeguard services for La Jolla Shores. All tour guides, the Beach Supervisor and truck drivers are equipped with cell phones. All EDCA employees are certified CPR Professional Rescuers and will provide emergency assistance within the scope of their abilities and adhere to any direction given by lifeguard and emergency/medical personnel. While calling EMS and speaking with dispatch, all EDCA employees have been instructed and trained to use the acronym S.A.I.L.S., as per request of EMS to better prepare them for the emergency situation.

EMERGENCY CELL PHONE PROTOCOL & PROCEDURES

EDCA uses waterproof smartphones and two-way radios for communication and emergency calls. Tour guides are equipped with dry boxes to store cell phones on guide packs. The shop number and

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

lifeguard services number are preprogrammed into all cell phones.

Communication over the two-way radio utilizes traditional military etiquette for transmitting. Guides are trained on the following for transmitting and receiving information:

To establish communication, the sender transmits the requested recipient followed by the sender's ID. For example, if the Beach Supervisor wants to communicate with the shop, the Beach Supervisor will send, "SHOP SHOP, this is the BEACH, do you copy? OVER" If requested for communication the recipient will respond with, "This is the SHOP, send your traffic. OVER."

OVER indicates the speaker is finished talking and awaiting response.

OUT indicates the speaker is finished talking and not awaiting response.

COPY indicates the receiver understands the transmitted message.

RESEND YOUR TRAFFIC indicates the receiver did not COPY transmitted message.

LIMA CHARLIE indicates the receiver COPIED the transmitted message LOUD and CLEAR

SEND YOUR TRAFFIC indicates the receiver is ready to receive a message

Numbers are spelled out to avoid confusion: 15 would be "One-Five"

Communication via the two-way radio is intended for vital informational communication only and is not used for casual conversation.

HYPOTHERMIA SIGNS & SYMPTOMS

Hypothermia signs and symptoms are outlined in the EDCA Emergency Response Plan. Constant shivering, lack of coordination, stumbling, confusion, drowsiness, low energy, weak pulse, shallow breathing and progressive loss of consciousness are symptoms and signs guides are trained to look out for and to respond to accordingly by summoning emergency medical services. EDCA suggests the use of neoprene wetsuits for all guests when the conditions are appropriate. EDCA will offer the suits at half off for tours to ensure that everyone can afford to be comfortable and safe.

KAYAK INSTRUCTION: PADDLING, MANEUVERING, RE-ENTRY

The following paddling techniques are used in guide training and in paddle instruction for tour participants:

FORWARD POWER STROKE

The basic forward paddling technique used to propel the kayak forward. Starting with a wide grip, shoulder-width or wider with an overhand grip, the paddle is placed into the water with the scoop side facing the stern of the kayak. While water side arm pulls the paddle from the toe to the hip, the upper arm simultaneously pushes the paddle away from the body, utilizing several muscle groups to reduce the possibility of fatigue.

FORWARD POWER STROKE

The basic forward paddling technique used to propel the kayak forward. Starting with a wide grip, shoulder-width or wider with an

ATTACHMENT A: OPERATING PLAN

overhand grip, the paddle is placed into the water with the scoop side facing the stern of the kayak. While water side arm pulls the paddle from the toe to the hip, the upper arm simultaneously pushes the paddle away from the body, utilizing several muscle groups to reduce the possibility of fatigue.

REVERSE PADDLING

Reverse paddling or back paddling is used to propel the kayak backward. The stroke is a reverse of the Forward Power Stroke. The scoop is rotated to face the bow and entered into the water by the hip and pushed to the toe. While the water side arm pushes the paddle toward the bow, the upper arm simultaneously pulls the paddle toward the body, utilizing several muscle groups to reduce the possibility of fatigue.

FORWARD SWEEP

A forward sweep can be used to turn the bow away from the paddling side while the kayak continues to propel forward. The paddle enters the water next to the bow while the kayaker leans forward. The upper arm is cocked and power is applied to the blade in the water with the lower arm and shoulder pulling as the top arm and shoulder push. The stroke pattern resembles the letter "C" causing the bow of the kayak to swing quickly away from the paddling side as the kayak propels forward. The Forward Sweep is useful for quick turning while maintaining forward propulsion.

REVERSE SWEEP

A reverse sweep stroke sharply turns the bow of the kayak towards the paddling side while forward propulsion is reduced. The reverse sweep is similar to reverse paddling with the stroke being pushed out from the stern in a wide sweeping motion.

DRAW STROKE

A draw stroke can be used to parallel another kayak. The draw stroke places the paddle in the water in a position where the paddler reaches out to the side, level with the hip, and the paddle rotates in the shape of the letter "J". The lower arm is extended with the top arm cocked over the head and power is applied with the top arm punching out from over the head as the lower arm pulls the blade toward the paddler's side perpendicular to the keel line, and then out of the water. The stroke is recovered and repeated if necessary by rotating the blade 90 degrees and slicing through the water to begin another draw.

LOW BRACE

The low brace place the paddle in the water to the side of the paddler and the lower arm is bent with the elbow directly over the shaft while the top arm is bent and directly in front of the body. Power is applied directly downward on the back face, with the lower arm pushing as the hips and knees sharply pull the kayak into a level, stable position as the top arm pulls slightly upward.

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

Guides utilize paddling techniques to help maneuver kayaks and teach tour participants to do the same. The following kayak maneuvers are part of the guide training and participant instruction:

EDGING

Edging is a kayak maneuver that is used to create balance within a turn. Edging can also be modified similarly to the low brace to assist participants back into a capsized kayak. Edging is simply lifting one side of the kayak up, using the hips, torso and legs while the upper body remains upright.

PIVOT TURN

The pivot turn enables the kayak to turn in place by using either a forward sweep stroke of forward power stroke on one side and a reverse sweep stroke or reverse paddling on the other side to pivot the kayak. Pivot turns rapidly turn a kayak in place.

BOAT BASED PUSH

The boat based push is a BCU maneuver used when navigating through the sea caves. The boat based push is achieved by using the bow of one kayak to push another kayak. The bow's strike point on the kayak being pushed determines the precise directional movement.



TOUR NARRATIVE & STOPPING POINTS

The following outlines the stopping points and EDCA approved tour dialogue covered during tour guide training.

STOP 1: WELCOMING TO THE PRESERVE, HABITAT OVERVIEW & SAFETY

Lead tour guide established meeting point in the waters of the boat launch

- Welcome to the La Jolla Ecological Preserve
- The Preserve is 4 sq. miles
- Boundaries are the Scripps Pier, Alligator Head Point and the western buoys
- Marine Protected Area & Area of Special Biological Significance
- "Look but don't touch" areas, no fishing/hunting, no taking of objects, no motor boats (unless

speed is kept to under 5 mph)

- Four habitats or micro ecosystems consisting of the Sandy Flat, Scattered Rock Reef, La Jolla Submarine Canyon and the Giant Kelp Forest

Safety and Maneuvering

- Paddle instruction and practice on forward/reverse paddling
- Pivoting and stopping
- Defensive positioning
- Participant positioning ocean side of guides (right side going South, left side going North)

La Jolla's Underwater Canyon

- 600-1,600ft deep
- Responsible for upwelling - 1% of ocean surface, responsible for 50% of fishery
 - a. Phytoplankton bloom
- Two branches - La Jolla Canyon, Scripps Canyon
 - a. Responsible for Blacks Beach and formation of Sea Caves

First habitat to kayak over

- Sandy Flats description: Flat and sandy bottom
- Desert of the ocean, lacking vegetation
- Bottom dwellers and camouflaged marine life

STOP 2: LEOPARD SHARK CITY, KUMEYAAY CAVES

Lead guide chooses route clear of the swim zone in front of the Marine Room

- Many sets of eyes, if you see something then shout it out, tour will investigate together
- Leopard shark city
 - a. Largest aggregation of Leopard sharks in the world
 - b. 97% are female
 - Hypothesis:
 - Get away from males
 - Warmest section of water for miles
 - Breeding grounds
 - Close to food source
 - c. No touching
- Kumeyaay Caves
 - a. Ancient burial caves of the Kumeyaay Native American Tribes
 - b. Sealed off to protect inner chambers
 - c. Artifacts commonly found in the Sandy Flats
 - d. Explanation of construction rules for digging and earth removal

STOP 3: TRANSITION TO SCATTERED ROCK REEF

Continue south, monitoring wave action

- Explanation of the man-made scattered rock reef
 - a. Scripps Institute of Oceanography dumped 70,000 tons of rock

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN

- Simulates a coral reef (Local water too cold to support coral)
- Allows base for plant life to attach
- Brings marine life to the area that would otherwise not be present
- Wave action magnified at Devil's Slide as the ocean floor and depth is greatly varied
- La Jolla Canyon, a deep water canyon also magnifies waves in the area

STOP 4: ROSE CANYON FAULT LINE, DEVIL'S SLIDE CLIFF EROSION

Rose Canyon fault line created Mt. Soledad and the underwater canyons

- The exposed fault line, also known as Devil's Slide is where the two tectonic plates meet
- The Northern plate is identified by the thirty degree striations
- The Southern plate is identified by the more horizontal striations
- The western facing cliffside suffers from 3-5 inches of erosion yearly
- Houses on the western facing cliffside are susceptible to falling into the ocean
- The caves are protected from SW swells by the North facing cliffside

STOP 5: SEVEN SEA CAVES

Kumeyaay Native Americans referred to the 7 sea caves as the "Land of Holes"

7 Sea Cave names

- White Lady: named for the silhouette of the opening of the cave at sunset that resembles a lady in a white victorian wedding dress
- Little Sister: connected to White Lady and appears to be holding the White Lady's hand
- Shopping Cart: due west facing, collects lobster traps, lost snorkel gear, cameras and many other random items lost in the Preserve
- Sea Surprise/Breakdown: pile of rocks at the base of the cave are the result of erosion from the runoff water and controlled erosion
- Arches: Notable pillar separating two sections gives the opening the appearances of two arches
- Sunny Jim's: Only cave accessible by land through a tunnel dug in 1902 through the floor of a house that is now the Cave Store. Mafia owned the house in the 1920's using the cave for smuggling alcohol into San Diego during prohibition
- The Clam: technically not a cave as caves terminate and the Clam empties into Emerald Cove, often there are harems of sea lions residing inside

STOP 6: KELP FOREST

Giant Kelp Forest

- Not a plant but rather a form of brown algae
- Second fastest growing organism on the planet after Giant Bamboo, can grow up to 2 feet in one day
- Major source of food and habitation for thousands of species
- Helps the fight in global warming
 - a. Offsets carbon levels in the ocean
 - b. Absorbs CO2 5X more than land based plants
- Pneumatocysts are the bulbs that are filled with gas to help floatation

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- Renewable resource harvested for use in many household products
 - a. toothpaste
 - b. shampoos & conditions
 - c. lotions
 - d. preservative for pre packaged dell meats
- Edible and rich in iron which is good for the thyroid
- 1% for the planet and Greenwave.org
 - a. Importance of kelp forest conservation and growth

STOP 7: RETURN TO BOAT LAUNCH, KAYAK SURFING AND DISEMBARKMENT

Gather group outside of the boat launch and provide instruction for safe return

- Secondary guide disembarks first to demonstrate proper way to kayak surf
- One boat at a time to avoid collisions
- Lean back when catching waves and lean into waves
 - a. Secondary guide and beach staff personnel swim out to help participants from capsizing while surfing

GUIDE EVALUATION & RANKING

EDCA Tour Guide Ranking follows a five star system with different levels of responsibility attributed to each rank. This is an internal ranking system developed and used for scheduling and hiring purposes. Continual evaluation of guide staff and performance reviews determine what ranking each guide earns. Upon hire, all employees start as a one star guide. The following outlines the breakdown for guide rank:

ORIENTATION ON GUIDE RANK, EVALUATION & ADVANCEMENT OVERVIEW

ONE STAR

New hires and shop-only staff.

- After evaluation, one (1) star staff are shop support only
- One star guides during evaluation period may only be on tours led by 4 Star or a 5 Star Tour Guides

TWO STAR

- Have successfully passed the certification process and have been evaluated to be secondary tour guides on Sea Cave Kayak Tours only with a lead guide of at least three (3) stars.
- Have successfully completed at least 50 kayak tours.
- Demonstrate proficiency in tour procedures, boat launch boundaries and regulations
- BCU completion
- San Diego Lifeguards' Kayak Guide Orientation completion

THREE STAR

- Have successfully completed 75 kayak tours
- Obtained recommendation for advancement from two guides of at least four (4) star ranking and been evaluated by Management
- May perform as the secondary guide for Kayak & Snorkel Tours

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FOUR STAR

- May perform as the secondary guide for Whale Watching Tours
- Have successfully completed 100 kayak tours
- Obtained recommendation for advancement from three guides of five (5) star ranking and been evaluated by Management
- May conduct all tours as the lead guide

FIVE STAR

- Have successfully completed 200 kayak tours
- Obtained recommendation for advancement from at least two Managers and been evaluated by the entire Management team
- May conduct all tours as the lead guide
- Conducts on the water training for one (1) and two (2) star guides
- Permanent position

SAN DIEGO LIFEGUARD KAYAK GUIDE ORIENTATION

All EDCA employees must attend the San Diego Lifeguard Kayak Guide Orientation held annually prior to peak season operations.

BI-WEEKLY TRAINING

During non-peak season EDCA conducts training sessions bi-weekly to keep guides in peak physical condition and to ensure priorities for safety stay front of mind. Training sessions last an hour to 90 minutes, and are held in the middle of the week before operating hours. Physical conditioning consists of several formats of run-swim-run, calisthenics and miscellaneous water activities.

Mock Whale Watching tours, Sea Cave and Kayak/Snorkel tours are conducted for guides wishing to train for advancement. The General Manager and Assistant Manager also conduct hypothetical emergency response situations for guides to respond to such as helping people back into capsized kayaks, rescue swimming techniques and practical application, dealing with panicking people in the water, what to do in cases of potential hypothermia, etc.

BCU KAYAK GUIDE CURRICULUM: SYLLABUS AND FINAL WRITTEN TEST

Every single EDCA Kayak Tour Guide must complete the BCU Kayak Guide Training course. This six hour training session is a hands on course putting kayak guides in multiple scenarios that one might encounter while leading a tour. Due to the importance of tour safety, each BCU course is lead by the Operations Director. Its a hands on, real time training on the ocean and on land. Students practice and train in multiple qualifying skills. Tour guides must demonstrate everything from group management skills, reading ocean conditions, memorizing key landmarks, reviewing possible hazards, and replaying managing likely emergency scenarios. After completing the practical course, a written test is then taken. A passing grade of 90% or higher is acceptable.

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EDCA BCU KAYAK GUIDE TRAINING



EDCA BCU KAYAK GUIDE TRAINING

MISSION STATEMENT:

To promote sea-kayaking safety and to familiarize the kayak guide with the rules, standards, and procedures of La Jolla Shores.

COURSE OVERVIEW:

The La Jolla Shores Kayak Guide course is designed to provide candidate kayak guides with the necessary and proper training needed to be a guide in La Jolla Shores. Candidates will have first-hand experience through the shores along with the sea caves guided by a certified BCU kayaker that meets the standards of San Diego County Lifeguards.

COURSE GOALS:

Once the candidate guide performs the successful completion of this course, he/she are expected to:

- Assess and recognize dangerous water hazards
- Manage and lead a kayak tour on land and water
- Apply good judgment and quick decision making
- Perform controlled boat launching and its landing in the surf
- Demonstrate a familiarity with the emergency communications and towing techniques
- Control an ocean kayak
- Identify local geography and marine life

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EDCA BCU KAYAK GUIDE TRAINING

COURSE BREAKDOWN

ON LAND:

- Briefing of kayak rules on the boat launch
 - Flow of traffic
 - Staging area
 - Proper launch area
 - Boat launch rules and etiquette
 - Importance of beach organization
 - Exhibit C, rules, regulations, ratios and time limits
 - General Lifeguard Operations
- Discuss dangers of boat launch and prevention
 - Large waves
 - Strong currents
 - Rip Tides
 - Other kayakers/swimmers/boats/SUPs
 - Sting-rays and other sea life
- Paddle tutorial
 - Introduction
 - Memorizing 8 key points of paddling and maneuvering
 - Pointing out lifeguard towers, showers and bathrooms
 - Laws and regulations for vessel operation
- Controlled surf entry
 - Staging, safe distance and execution
 - Patience and reading sets
 - Working with other companies
- Guide game plan
 - Communication between staff other companies and lifeguards

ON THE WATER: PART 1

- Getting familiar with the kayak
 - Paddle techniques: 180-degree turns, stopping, going backwards and sideways
- Exercise ways of entering kayak after capsize
 - Solo and assisted
- Perform multiple towing techniques
- Review danger of leaving the kayak
- Discuss local marine life encounters
- What does an Ecological Reserve mean?
 - Local laws and protection
 - Ambassadors of the reserve
 - Marine Mammal Protection Act

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EDCA BCU KAYAK GUIDE TRAINING

ON THE WATER: PART 2

- Setting up rescue/emergency scenarios:
 - Unruly, impatient, excited kayaker
 - Capsized and panicked kayaker
 - Unconscious kayaker
- Review and discuss the pros and cons of actions taken by the new guides
- Getting familiar with flotation devices and emergency equipment
 - Guide pack
 - Signaling devices
 - Teamwork and Lifeguards
- Emergency Response Plan
 - Assess scene safety
 - Personal Protective Equipment
 - Calling 911 with cell phone
 - Sex
 - Age
 - Illness/Injury
 - Location
 - Status
 - Paddles Up
 - USCG approved signaling/audio device
- Common illness/injuries - signs and symptoms
 - Hypothermia
 - Sea sickness
 - Anaphylactic shock
 - Stingray
 - Cuts, bumps and bruises from sand, rocks or barnacles
- Points of emphasis:
 - Safety first
 - Be a leader
 - Speak up
 - Plan ahead - prevention is KEY
 - Kayaks on your ocean-side
 - Clockwise route
 - Caves vs Kelp
 - Control the pace of the group
 - Hand signals
 - Headcounts
 - Speaking distance
 - Safety is priority 1

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EDCA BCU KAYAK GUIDE TRAINING

- participant service
- Brand ambassadors
- Have fun!

ON THE WATER: PART 3

- Navigating kayak through the coastal hazards
 - Devil's slide,
 - 7 sea caves
- Proper positioning while leading large groups
 - Allways between "them" and the rocks
 - Keep kayaks on your ocean-side at all times
 - Planning for tides and swells
 - Group management techniques
- Review of La Jolla coastal geography
- Pointing out off limit zones
 - Swimlanes
 - Razor reef
 - Designated Surf/Swim Areas or WAZ
 - RT's Beach
 - Devil's slide
- Review the surrounding area
 - MPA
 - Unique underwater landscapes
 - La Jolla community

Boat Launch Practice and Safety:

- ___Guide has complete understanding of traffic rules and boat launch etiquette
- ___Ability to point out location and difference between the loading zone, the staging zone, and the lifeguard emergency lane
- ___Demonstrates knowledge of the boat launch boundary while recognizing the swim and surf areas
- ___Understands that the boat launch is a 5mph zone
- ___Utilizes a spotter while driving in reverse to unload the kayaks
- ___Always checks perimeter of the truck including underneath the vehicle before driving away
- ___Demonstrates an understanding of stacking kayaks in their designated location in a neat and organized way

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EDCA BCU KAYAK GUIDE TRAINING

- ___Has a clear understanding of the location of public showers, restrooms, and all lifeguard towers
- ___Demonstrates the ability and knowledge to insure the kayaks are seaworthy
- ___Able to communicate with other guides, beach attendants, the public, and the lifeguard ambassadors to help keep the boat launch running smooth and safe
- ___Drain all kayaks before reentering surf
- ___Ability to point out Emergency Lanes for SD Lifeguards and First Responders

Group Assessment and Management:

- ___Guide demonstrates ability to efficiently/effectively perform, assess and teach small to large kayak groups
- ___Aware of Exhibit C guide-to-kayak ratio
- ___Ability to assess and act on the special needs of the participant; ie elderly, young children
- ___Understands the importance of being assertive and confident
- ___Understands their responsibility for the well-being of their tour group
- ___Demonstrates the ability to lead by example
- ___Proves they are capable of leading and maneuvering kayaks through the surf and caves
- ___Demonstrates appropriate large group management skills including leadership and good judgment
- ___Demonstrates good communication and positive interpersonal skills
- ___Assess tour group individuals and takes note of size, age, health, and other important variables
- ___Demonstrates knowledge of the proper fitting of helmets, coast guard approved life jackets, and neoprene

Tour Introduction:

- ___Has the ability to teach and model the basic paddle strokes and maneuvers effectively
- ___Demonstrates ability to teach and provide appropriate feedback for the following:

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EDCA BCU KAYAK GUIDE TRAINING

- __ Forward paddle (touring and power strokes)
- __ Reverse and stopping
- __ Forward and reverse sweeps
- __ Using the rudder (stern, bow)
- __ Guide clearly explains the restrictions and limitations of the ecological reserve
- __ Able to point out lifeguard towers, bathrooms, showers, boat launch and ecological boundaries
- __ Demonstrates a proper safety plan and appropriate emergency exit strategies
- __ Demonstrates effective techniques to exiting and mounting a sea kayak
- __ Performs a tour briefing, informing all participants about what to expect from the tour and what we expect from the participant

Safe and Effective Surf Exit and Entry:

- __ Guide understands the possible dangers and hazards of the boat launch
- __ Demonstrates ability to push kayaks out through the surf in a controlled and safe way
- __ Ability to assess boat launch conditions and successfully select an appropriate time to surf and launch
- __ Demonstrated ability to teach the most effective way to maneuver through the surf
- __ Understands the importance of controlling the pace of landing the kayaks, only sending one kayak in at a time
- __ Demonstrates awareness of winds and currents that might affect the boat launch landing sight
- __ Aware of other kayak tours, rentals, and the general public all sharing the same boat launch

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EDCA BCU KAYAK GUIDE TRAINING

Notes or comments from Instructor:

Upon Successful Completion:

(Print name of Trainee)

(Signature of Trainee)

(Date of completion)

(Print name of Instructor)

(Signature of Instructor)

(Date of completion)

EDCA KAYAK GUIDE WRITTEN TEST

1. The two most dangerous areas we operate in are:
 - a. Boat launch / the shop
 - b. Boat launch / Kellogg park
 - c. The Caves / Devil's Slide
 - d. The Caves / boat launch
2. When kicking participants into Emerald Cavo, where do guides keep their kayak?
 - a. Blocking the swimmer's entrance like the other companies do
 - b. Drag it up the on the soft part of the rocks
 - c. Pull it behind you as you kick

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- d. Secure it to the other guide's boat, or a participant's boat
- 3. What is the max amount of participant kayaks we can take out on any given tour?
 - a. 24 kayaks
 - b. 12 kayaks
 - c. 10 kayaks
 - d. No limit
- 4. The minimum requirements that participants have to wear out on the kayak tour?
 - a. Life jackets/ phones
 - b. Life jackets/ helmets
 - c. phones/ sunscreen
 - d. Life jacket / sunscreen
- 5. It's required in the permit that each tour brings out a cell phone. In case of an emergency, who do you call?
 - a. Lifeguard tower #32
 - b. 911
 - c. Manager on duty
 - d. Ghostbusters
- 6. During the disembark, guide #1 will kayak surf in and drag their boat 20 yards up the beach. While this is happening, what is guide #2 asking the participants to do?
 - a. Please drag your kayak up to guide #1's kayak
 - b. Watch out for sharks and stingrays
 - c. Secure your paddles and your seats
 - d. Lean back and enjoy the ride
- 7. When can we kick participants into the caves?
 - a. Every morning tour, sometimes in the evenings
 - b. Only during high tide
 - c. Only during low tide
 - d. Only when it's safe
 - e. Every tour, its a "See Cave Tour"
- 8. What's the speed limit on the sand?
 - a. 25mph
 - b. 15mph
 - c. 5mph
 - d. 2mph
- 9. Knowing the landmarks in La Jolla shores are a critical part of leading tours. Name the key landmarks starting from the boat launch and moving along the coast all the way to La Jolla Cove.
 - a. Boat Launch
 - b.
 - c.
 - d.
 - e. RT's
 - f.

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EDCA BCU KAYAK GUIDE TRAINING

- g. Seven Sea Caves including The Clam
- h. Emerald Cove
- i.
- j. La Jolla Cove/Swim lane
- k.

True/False

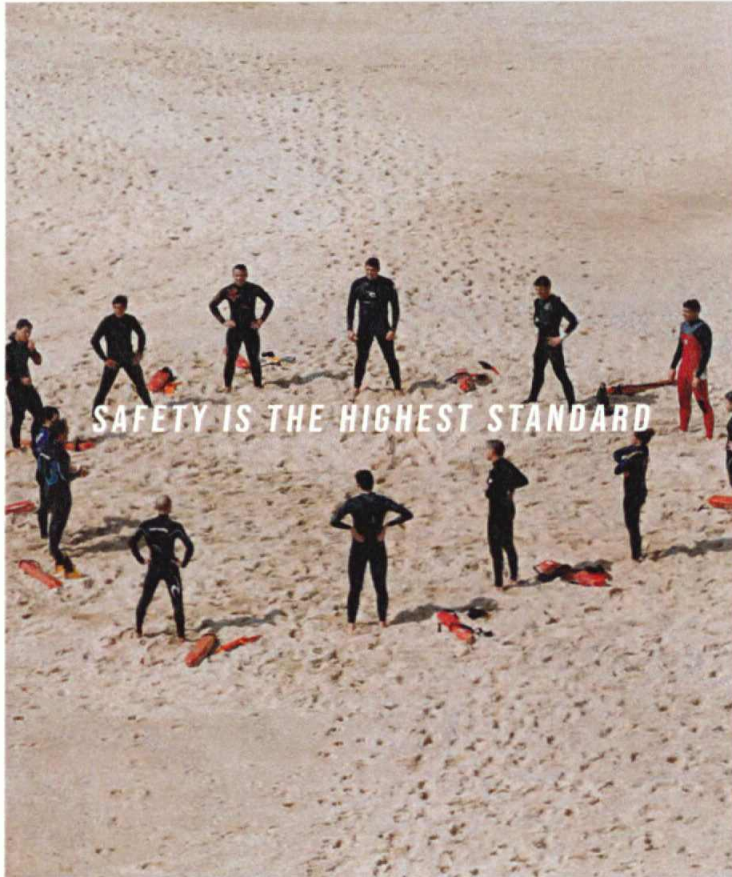
1. The max amount of people we can take out on any given tour is 20
2. It's a good idea to tell people before the tour that you probably won't be taking them in the caves today.
3. We never operate when there's high surf OR strong winds in San Diego.
4. On hot days its ok to take off your guide tank while out on the water or sand.
5. If a participant on your tour gets hurt, it's not your fault if they weren't listening to you.
6. By taking people closer to the rocks, it increases the amount of tips you get.
7. The safety of the participant is your number one priority at all times.
8. After the tour there's no need to point out the public showers since we have them at our shop.
9. The kayak tour is a clockwise route throughout the ecological reserve.
10. When pushing the tour out, and before surfing the tour back, 200 yards is always the distance you should be from the shore.

Some questions to better understand you!

1. The reasons I want to work for Everyday California are...
2. If my shift starts at 9:00 a.m., what time should I arrive at work and what time should I start working?
3. When I'm not working, I like to spend my time off doing...
4. In 2 years, I hope to be...
5. While working at Everyday California, I would like to learn more about...
6. While working at Everyday California, I would like to get more involved with...

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EMERGENCY RESPONSE PLAN FLOW CHART

LIFE-THREATENING SITUATION

Medical Emergency
Drowning
Spinal Injury
Epileptic Seizure
Severe Open Wound
Shark Attack
Septic Shock from
Stingray

Assess the scene, ensure
you and victim are out of
harm's way, call 911, use
SAILS and administer first
aid or CPR if situation
requires, until EMS arrives

Once scene is clear
contact Director of
Operations or Owner, fill
out incident report and
turn it into management/
lifeguard services

Director of Operations or
owner will follow up with
injured customer

NON LIFE- THREATENING SITUATION

Laceration
Stingray, no septic shock
Panic Attack
Heat Exhaustion
Nausea
Muscle Fatigue
Acute Hypothermia

Assess the scene, ensure
you and victim are out of
harm's way, use first aid
skills and best practices
by the American Red
Cross. Comfort victim.

Once scene is clear
contact Director of
Operations or Owner, fill
out incident report and
turn it into management/
lifeguard services

PREVENTATIVE MEASURES

Always ensure conditions are safe, and constantly check in with management for updated hazard alerts. Always keep your tour on your ocean side. Start and finish your tours 200 yards outside the boat launch.

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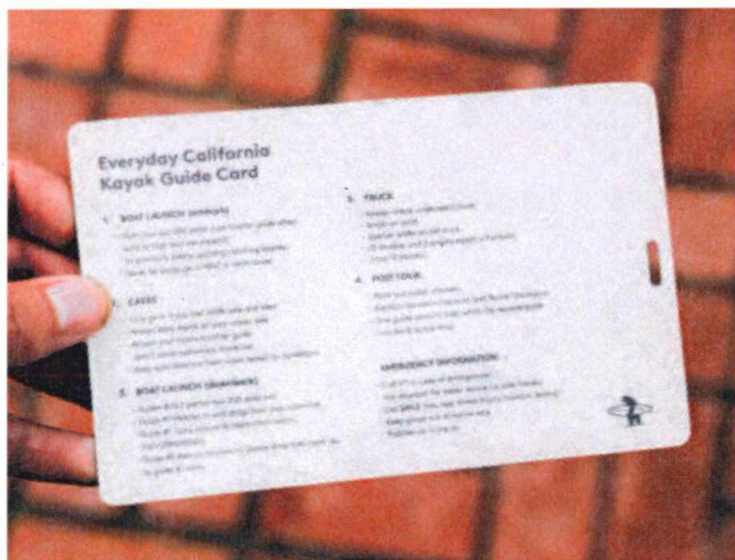
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WATER SAFETY: PROTOCOL, PROCEDURES & EMERGENCY PREVENTION

The training involved in this section is aimed at reducing the occurrence of potential emergencies through taking measures to prevent water emergencies, preparing for the event of an emergency, equipping guides with basic water rescue skills and ensuring the highest level of safety standards are executed at all times by EDCA employees.

REQUIRED GUIDE EQUIPMENT: SAFETY & EMERGENCY

EDCA tour guides are equipped with a guide pack that contains a drybox housing, a waterproof smartphone for contacting 911 and emergency services, ginger chews for seasick tour participants, lifesaver candies for diabetic participants experiencing drops in blood sugar; swim fins, whistle, waterproof wrist watch, wrist compass, tow rope and mask/snorkel. Every tour guide is issued a PFD equipped with a waterproof map, outlined with the best routes to take depending on Lifeguard Hazard Alerts. Guides are trained in the proper use of this equipment and have obtained all necessary certifications.



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REQUIRED PARTICIPANT EQUIPMENT

All participants are required to sign a Release of Liability Agreement waiver and provide contact information in the event of an emergency or in the event that a kayaker renter goes missing. An adult must accompany all minors and the minimum age to paddle a single kayak is 14 years old while the minimum age to be in a double kayak is 5 years old.

Participants are not permitted to consume alcohol and/or controlled substances during kayaking activities or prior to participating kayaking activities. Participants must also disclose any use of prescription drugs that might detract from their ability to safely participate in kayaking activities.

No previous kayaking experience is required for tour participants but is highly encouraged for kayak rentals. EDCA reserves the right to refuse to rent to participants that EDCA feels will not be capable of safely kayaking due to weather conditions and/or other considerations. Should EDCA deny a booked renter, the participant will be offered a full refund or the option to join a guided kayak tour should there be availability. Rental credit can also be held and used on a future day with more favorable conditions.

Participants are required to wear the proper attire for participating in ocean activities such as swimwear, dry-fit clothing or water-wicking clothing or wetsuits. Participants wear wetsuits during colder weather months to prevent hypothermia. Cotton clothing and loose fitting clothes are highly discouraged. It is also stressed that all electronics and valuables should be safely stored inside of a locker.

AWA/ACA PADDLE SIGNALS

EDCA uses paddle signals established jointly by the American Whitewater Affiliation and the American Canoe Association; these paddle signals can be used to visually indicate an emergency, distress or other pertinent information.

Paddle signals are reviewed during the paddle instruction prior to the beginning of the tour and once more after launching and meeting the lead tour guide at the established starting point on the water. Paddle signals are used along with whistle code signals in the event of an emergency or for guides to relay information to participants that may be out of audible distance. All participants that observe any of these signals are instructed to immediately pass the signals to the tour guide and/or other tour participants.

Five primary paddles signals are used including "help", "stop", "all clear", "attention", and "direction" (left or right). The "help" paddle signal is activated by putting the paddle vertically in the air and waving the paddle left to right. This paddle signal indicates distress and should be used in conjunction with the three whistle blasts to communicate an emergency both visually and audibly.

The "stop" paddle signal is activated by holding the paddle shaft normally and raising it straight about the kayaker's head.

The "all clear" and "attention" paddle signals are activated by holding the paddle vertically and still, straight up and down from atop the kayak. This signal means that all is clear to other nearby guides; this signal also indicates that tour participants should paddle toward the tour guide and come together, with the tour guide in the center. The "attention" paddle signal can also be accompanied by short

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whistle chirps to quickly get the tour group's attention and response.

Pointing the paddle in the air at a 45 degree angle activates the "direction" paddle signal; the direction to which the paddle is pointing indicates the direction the group should turn and adjust toward.

WATER EMERGENCY PREVENTION

Tour guides are trained to respond to many different potential emergency situations and just as importantly, how to prevent emergency situations. This is done by thinking ahead, proper planning and preparation. Tour guides are instructed to underestimate the abilities of tour participants and to avoid taking risks that would jeopardize the safety of the tour group or other ocean goers.

Guides are trained to factor in daily conditions in decision making. Weather forecast, swell direction and size, set intervals, tide levels, water and air temperatures, wind speed and direction and current are all factors in a guide's decision making process as well as the limitations of the tour participants.

The lead tour guide is guide that determines all course of action according to the emergency water plan. Secondary guides follow the lead tour guide in all decisions and actions.

KAYAK IDENTIFICATION: FLAG SYSTEM, NUMBERING SYSTEM & LOGO

EDCA marks all participant kayaks with an individual non-duplicated number visible from fifty (50) feet starting with one (1) and finishing with sixty two (62). Tour guide kayaks are numbered S-1 through S-8 and are also non-duplicated and visible from fifty (50) feet. All participant kayaks are Hobie Kona kayaks which are capable of multiple seat configuration. EDCA utilizes the double-seat and single-seat configuration and never the triple-seat configuration. All tour guide kayaks are Malibu Mini X single kayaks.

Per Lifeguard regulations stipulated in Exhibit C, all EDCA kayaks utilize a flag identification system. Every kayak on the water must have a flag attached to the stern of the vessel which designates its current use. Flags are of a minimum size of 8" x 11" and are visible from the shore. The following is the colored designation:

- Blue flags designate kayak rentals
- Red flags designate tour guide kayaks

Additionally, all EDCA kayaks are marked with the company logo and visible from fifty (50) feet.



EQUIPMENT MAINTENANCE & REPAIR

EDCA inspects all equipment after each use to ensure it meets all standards for safe operation and use. All kayaks, PFDs, helmets and paddles are inspected at the start and end of each day for possible damage including holes, cracks, missing rivets and any other damage that would render equipment unsuitable for use. A Kayak Log is kept and updated daily with total counts and notes about repaired or damaged kayaks.

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The Assistant Manager is responsible for managing the equipment maintenance program including scheduling inspections and subsequent necessary repairs. The Assistant Manager utilizes the Beach Supervisor personnel for assistance in equipment maintenance and ensures the proper use and care of all equipment by EDCA employees to minimize damage. To ensure the success of the equipment maintenance program the following checklist is adhered to:

- Kayaks are stored on premise out of sunlight in proper stacking position
 - a. Kayaks are counted and entered into a log daily
 - b. Kayak log keeps data and repair notes
- Carry handles are inspected and replaced daily
- Kayak inspection looks for holes, cracks and broken rivets
 - a. Holes are fixed by welding plastic over the damaged area per the manufacturer's repair instructions with an approved heat gun
 - b. Broken rivets are replaced with new rivets utilizing a rivet gun
- Kayak seats are checked for tears and broken clips and straps and discarded if deemed unserviceable
- Boats that are waterlogged are drained and checked for holes and cracks and repaired accordingly
- Kayak identification numbers and the company logo are reapplied should they no longer meet the stipulations of being visible from fifty (50) feet
- PFDs are checked for holes, tears or broken clips and repaired or discarded
- All PFDs are labeled with the company logo
- PFDs are cleaned after each use with an antibacterial wash
- Paddles are checked at the start of each day for damage and after each tour
- Paddles that cannot be fixed are discarded appropriately
- Helmets are inspected at the start of each day and after each use for damage
- Helmets are cleaned with an antibacterial wash after each use
- Masks and Snorkels are inspected before handed out to participants and after each use
- Masks and Snorkels are washed in an antibacterial bleach solution after each use
- All wetsuits are inspected before and after participant use for holes and tears
- Torn wetsuits are repaired if viable, otherwise they are discarded appropriately
- Cell phones are inspected at the start of each day and after each tour
- Dry boxes are cleaned, dried and inspected each day

POTENTIAL HAZARD IDENTIFICATION

EDCA tour guides are trained to recognize potential hazards including rocks, reef, cliff slides, breaking waves, high surf, wind, and current. Guides are aware of the dangerous areas of Devil's Slide and the no kayak zones, surf zones and swim lanes. Tour routes are planned accordingly with heavy consideration for tide levels, swell movements, wind and participant ability.

Tour guides are aware of the current San Diego Lifeguard Surf Report via communication from the Manager on Duty and the conditions board. Guides are trained to continually assess conditions to adequately adjust tour routes and to help in making the safest possible decisions while on tour.

The Beach Supervisor and Beach Staff personnel are likewise responsible for monitoring the conditions throughout the day and knowing the posted daily surf report. Constant communication between the

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Beach Staff and the San Diego Lifeguards are passed up through the chain of command.

Local weather reports are monitored continually so that EDCA employees are aware of building and fading surf conditions, swell outlook and potential inclement weather.

Tour guides are trained to read the swell and plan their tour route accordingly. Tour guides evaluate at the beginning of the tour the swell, the tide level and the ability of the tour participants.

Guides pay special attention to the paddling abilities of the tour participants and their ability to follow directions. Tour guides also note if there are younger or elderly participants that may not be able to react or respond effectively. The least competent paddler in the tour is noted and special attention is given to that person.

Guides continually observe the tour participants for comfort, checking to ensure seats are supportive and properly being used. Guides will stop the tour to readjust those tour participants that are not seated properly or are uncomfortable.

Guides examine several areas when examining water movement. Should the swell be noticeable from a distance by the caves the guide will take a wider route to avoid being on the potential breaking side of a wave and subsequently dashed against the cave walls and cliffside. Should the water be still the guide may choose to take the tour closer to the caves.

Swell action at the La Jolla Cove, Boomers Beach and Alligator Head Point is closely observed as this will have an impact on the area of the Clam cave.



Tour guides also pay special attention to tide levels due to the rocky reefs present in the La Ecological Preserve. Exposed rocks and reefs can be dangerous to kayakers too close as they can capsize or be dashed against rocks from tidal surges. The caves are also inaccessible and unsafe during low tide. Northwest swells during low tide are particularly dangerous as they can cause swells to break prematurely by the caves.

Tour guides are also trained on the seasonal changes and effects on the La Jolla Ecological Preserve. During Spring and Winter, Northwest swells are more frequent causing the area of the caves to be more dangerous than during the summer months where the swell is more typically from the Southwest. Guides are also trained to be cognizant of Santa Ana winds and west wind swell and thick marine fog.

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GUIDE TO PARTICIPANT RATIOS

Per stipulations in Exhibit C EDCA guide to participant ratios under Hazard Alert 0 are one (1) guide for every five (5) participant kayaks. Guide to participant ratios stay the same under Hazard Alert 1 with the stipulation that sea cave entry or boat launch restrictions may be applied independent of each other. Guide to participant ratios increase under Hazard Alert 2 to one (1) guide for every four (4) participant kayaks. EDCA complies with any changes to guide ratio made by Lifeguard Services regardless of Exhibit C stipulations.

DEFENSIVE KAYAK POSITIONING

Tour guides monitor ocean conditions to appropriate position kayak tour participants in a defensive position to eliminate potential hazardous areas and situations. Tour guides also carefully observe tour participants for ability to safely maneuver into defensive positions.

Tour guides take drifting in account when pausing tours, making sure to stop further west and/or north to accommodate drift to keep the tour in intended areas. Tour participants are instructed to be paddle ready to ensure position adjustments as necessary.

When stopped, tour guides direct the tour to keep kayaks facing west. This enables the tour to easily paddle over incoming swells. Additionally this defensive position allows guides to easily address the group without having to turn their backs to anyone, making it easier to monitor the entire tour while simultaneously conducting the tour.

Tour guides are trained to recognize the location of hazards to ensure a safe route is established to avoid these hazards and positions kayaks accordingly. Tour guides utilize spatial awareness to avoid breaking waves, rocks, reefs and other hazards and swim lanes, no surf zones and no kayak zones when establishing defensive positioning.

Defensive kayak positioning allows tour guides to conduct safe tours with emergency prevention maintained easily throughout the tour. This creates a tour that is fun for tour participants while eliminating risks and instilling confidence in a tour's perception of the tour guide's ability to keep them safe.

PARTICIPANT KAYAK POSITIONING

Participants are instructed to remain on the ocean side of the tour guides at all times. Tour guides ensure all participants are always positioned with the tour guide between them and the beach. When stopping, the lead tour guide positions the tour facing west to be able to see oncoming swells. The secondary tour guide remains east of the tour participants to maintain constant vigilance of the oncoming swell while the lead guide talks to the tour participants. Tour participants are also kept a safe and reasonable distance from marine life.

When approaching the area of the sea caves the tour participants are always positioned with the guides between them and the potentially hazardous cliffside and caves. Guides remain closest to any rocks, reefs, cliffs, surf zones and swim lanes.

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When participants are highly separated in skill level, the potential for being spread out to far from each other is eliminated by tour guides adjusting the pace of the tour and taking wider routes into calmer waters to ensure the group remains safely together and away from hazardous areas.

LINE OF SIGHT

EDCA tour guides maintain a constant line of sight on all tour participants. Tour participants are never allowed to stray from the group. Should participants stray from the group the tour guides communicate to said participants the importance of staying together and if necessary will paddle over to the straying participants and guide them back to the group. This potential issue can happen to tour participants that are becoming ill and wish to return to shore. Tour participants are not allowed to return to shore alone. Tour guides will assess the level of discomfort of tour participants that are experiencing seasickness and offer assistance to ensure the tour stays together from start to finish. Should a participant not be able to continue the tour, the second guide will safely escort the sick participant back to shore, then quickly turn around and meet back with the tour group.

EXERCISING GOOD JUDGEMENT

EDCA tour guides are trained to exercise good judgement when conducting tours. Recognizing their limits and that of their tour participants, avoiding situations that are beyond those limits and selecting the safest route accordingly are paramount in training and executing tours. This is especially true for consideration of cave entry. Guides are trained and their decisions supported by Management to use good judgement when entering caves and determining tour routes. Guides are also trained in interpersonal savvy to effectively communicate their decisions to tour participants so they are aware of the why of whatever decisions tour guides make. Tour guides will avoid cave entry if the wait appears too long in order to maintain the day's schedule. The safety and wellbeing of each participant is the top priority, and each decision made is ultimately executed with that in mind.

TIME MANAGEMENT & SAFETY

Time management is essential for ensuring a safe and successful operation and to adhere to the tour schedules dictated by the Lifeguards. Tour guides understand it is their job to maintain the tour schedule. Every guide wears a waterproof watch. EDCA guides avoid going inside Emerald Cave, even when it's admissible, to ensure time management. Tours are conducted to ensure the last tour is off the water for at least 30 minutes prior to sunset daily and that no tours enter the water before 9:00 a.m.

Speed of the tour is always adjusted to accommodate conditions, tour participants abilities and safety. Tours must always be conducted within the allotted time. Sea Cave Kayak Tours are 90 minutes and Kayak Snorkel Tours are 2 hours. Guides must cover a wide range of topics and cover a large area during the tour. The speed and pace of tour are balanced with the tour dialogue and ocean conditions. Lengthy tour dialogue during rougher waters can lead to seasickness. Tour guides always keep these factors in mind when delivering the tour narrative. Guides also pay attention to the attention spans of the tour participants and adjusts the narrative to accommodate each tour's level of interest to ensure the tour remains alert and focused to maximize safety.

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TOUR SAFETY PROTOCOL & PROCEDURES

EDCA guides are knowledgeable of the typical conditions of the La Jolla Ecological Preserve and aware that surf, wind and tide conditions are ever changing and not always predictable. Guides are always aware of the daily conditions before conducting tours and remain vigilant to changing conditions and make decisions based on safety within current conditions. Special care is taken when touring the area of the caves and other potentially hazardous areas such as Devil's Slide and areas of exposed or shallow rock or reef.

PROTOCOL & PROCEDURES FOR SEA CAVE ENTRY

Cave entry is a highlight of the EDCA Sea Cave Kayak Tour. All participants are made aware that entry is dependent on safe conditions and never guaranteed prior to booking tours. This is reiterated multiple times during the check-in process and equipping process. Guides are instructed to answer tour participants inquiries as to whether or not cave entry will occur during their tour that cave entry will be decided once the tour has safely reached the area outside of the entry and the guide has had adequate time to assess the conditions.

Should the decision be made to enter the Clam cave based on safe conditions, the lead tour guide will position the tour in front of the entrance and brief the tour on how to safely paddle while being swum into the cave. Notably, tour participants are instructed to never touch the walls of the cave with their hands as they are soft and wet and may be easily cut or sliced by barnacles or sharp protrusions of the rock. Tour participants are also instructed to actively paddle to remain in front of the entrance to the cave to ensure the efficient and timely execution of entering the cave. The secondary guide remains with the tour to ensure this positioning remains and accommodates participant maneuvering according to wind and current to eliminate drifting. This also allows the secondary guide to continue the swell activity and communicate with the lead tour guide. This tactic also ensures that EDCA tours are conscientious of the fact the cave is a public resource to be shared by all ocean goers. EDCA has been working with the La Jolla Swim Club to ensure Emerald Cave is shared properly with the public. Snorkelers are always given the right away when entering the cave.

Tour participants are individually swum into the cave by the lead tour guide. The lead tour guide attaches his/her kayak to the secondary guide's kayak to keep the secondary entrance free and clear for all other ocean goers. The lead tour guide dons swim fins to ensure the guide can maintain safe control of tour participant kayaks. EDCA guides are trained to be able to safely assist tour participant kayakers with maneuvering the narrow entry to the cave and remain safely in kayaks should conditions change and swell action creates turbulent waters within the cave.

Should conditions change during the middle of guiding tour participants into the cave, EDCA guides are instructed to cease cave entry. Disgruntled participants are handled with the appropriate care by the tour guides and Manager on Duty. Safety is always paramount, even at the risk of having an unsatisfied participant.

KAYAK RENTAL SAFETY PROTOCOL & PROCEDURES

Kayak renters must complete the digital Kayak Rental Liability Waiver, including providing contact

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information for emergencies. Rental waiver forms are completed during the check-in process with EDCA employees communicating with the Beach Supervisor to obtain kayak rental boat identification numbers to be written on the requisite form. The form requires that the number of kayakers being rented, the kayak identification number, emergency contact number and the rental start and end times be recorded by EDCA employees.

This form ensures that EDCA can communicate all necessary information to Lifeguard Services should a kayak renter go missing. Kayak renters must check-in with the Beach Supervisor after leaving the shop to obtain rental kayakers. All minors must be signed for and accompanied by an adult. The minimum age requirement is 5 years old with adult accompaniment and 16 years old for single kayak rental. EDCA assesses all renters for competency in conjunction with daily conditions prior to renting. EDCA reserves the right to refuse rental service based on assessment of competency to ensure safety and prevent potential emergencies.

EDCA is very conservative about who is allowed to rent kayakers. EDCA has many repeat participants, many local La Jollans, that have safely rented kayakers for years and will continue to safely rent kayakers from EDCA.

All kayak renters are equipped with USCG approved Type III Personal Floatation Devices and instructed to wear PFDs for the entirety of their rental period.

Once an individual kayak rental has changed into appropriate water attire and has been provided a proper fitting PFD, the following points are covered inside the shop:

- At no time during the kayak rental period may the kayak be beached or abandoned.
- At no time may kayak rentals enter the caves.
- At no time may kayak rentals paddle north of the boat launch.
- Do not disturb, remove or damage any elements, marine life or vegetation within the Preserve.
- Fishing/hunting is not permitted with the Preserve.
- Alcohol and controlled substances are not to be consumed before or during the rental period.
- Swim lanes and no kayak zones are pointed out on the water map and kayak rentals are not allowed within these zones.
- Potentially hazardous areas such as Devil's Slide and the eastern caves are pointed out and a 250 yard distance is recommended.
- At no time may kayak rentals enter the swim lane at La Jolla Cove.
- Violation of these rules will result in a termination of the kayak rental period.

Each kayak rental is shown a custom EDCA rental map on a 65 inch flat screen TV inside the shop. The rental route along with all safety and focus points are covered. This same map is handed to each rental kayak as a smaller waterproof version that can be safely fastened to their PFD. When the rental safety brief has concluded, the kayak rental is invited to head down to the boat launch where the EDCA Beach Staff personal is waiting for them. Once on the sand, EDCA Beach Staff will review for the kayak rental any known hazards, off-limit areas, and Water Activity Zones (WAZ) or any other violations that could possibly end in injury or fine.

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All kayak rentals shall adhere to San Diego Municipal Code section 63.20.9 defining rules for boat beaching and launching.

OCEAN CONDITIONS, SAFETY & SURF REPORT - EXHIBIT C

Opening manager and staff arrive at 8:00 a.m. during peak season. The opening Manager on Duty calls the Lifeguard Surf Report first thing and records the daily conditions, communicates conditions to the opening staff, sends out the EDCA company-wide Daily Operations Report email and then updates the Daily Conditions Board posted on the front of the shop where it is visible to all employees, participants and the local community. This information is used to decide if EDCA will be sending out tours and or rentals. If EDCA can safely operate, then this info will be passed on to participants, especially individual rentals.

EDCA cancels kayak rental availability and/or kayak tours when conditions are unsuitable or unsafe or in the event that Lifeguard Services mandate cancellations. All EDCA staff adhere to all directions and decisions made by Lifeguard Services with respect to safety, kayak launch management and closures. EDCA also adheres to all Hazards Alerts posted by Lifeguard Services.

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IDENTIFYING MARKERS - EXHIBIT C

EDCA issues uniforms that clearly identify staff to Lifeguard Services, participants and beach goers. Tour guides are also issued long sleeve 1.5 mil wetsuit tops for colder weather conditions. Employees are instructed to wear uniforms at all times, including while in the water, guiding kayak tours, swimming/snorkeling, transporting kayaks, during beach duty and working in the shop. Uniforms are to be worn during the entirety of the working day so that staff is easily identifiable.

EDCA kayaks are marked with the company logo and individual non-duplicated number that is visible from fifty (50) feet. EDCA records kayak identification numbers for all kayak rentals. All kayaks are flagged on the stern with a 8" x 11" colored flag to help Lifeguards note distinguish between rental kayaks, tour guide kayaks and tour participant kayaks. Blue flags are used to identify rental kayaks. Red Flags are used to identify tour guide kayaks.

CONCESSION SITE LOCATIONS - EXHIBIT C

EDCA participants begin by checking in at the shop located at 2261 Avenida de la Playa in the La Jolla Shores. All business transactions are conducted at the shop. participants check-in at the shop and sign the Release of Liability Waiver form. Minors are always accompanied by a legal guardian or parent.

participants are then outfitted with properly fitting Type III USCG-approved Personal Floatation Devices and fitted helmet at the shop. participants are then escorted to the beach by tour guides or shop staff. participants are kept free and clear of the emergency lanes while being equipped with kayak paddles. Prior to launching, all tours are given paddle instruction that covers safety and what to do in the event of an emergency. This takes place within the designated area coned off on the beach as set by the Lifeguard Ambassadors.

BOAT LAUNCH AND OPERATOR VEHICLE - EXHIBIT C

The EDCA company work truck used for transporting kayaks has a current valid registration and proof of commercial auto insurance. All truck drivers are insured and possess a valid driver's license. All employees must obey all posted signs, curb markings and any direction given by the CITY while operating the work truck. This includes ensuring the company vehicle must come to a complete stop at the entrance of the boat launch and be directed onto the beach by an employee to spot the vehicle and monitor the path to keep clear of pedestrians, gear or beach debris.

The EDCA company truck is equipped with four-wheel drive and clearly marked with the company logo that is visible from one hundred (100) feet.

All kayaks are kept organized and free of emergency lanes within the designated zones of the sea wall and the water's edge for no longer than fifteen minutes prior to tour launch.

The EDCA company work truck is an "all-wheel drive" with power supplied to both axles and all wheels.

EDCA has two designated parking spots behind their office to ensure the company work truck has a safe and protected off-street overnight parking space.

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KAYAK CONCESSION SITE REGULATIONS - EXHIBIT C

All necessary repairs or adjustments of kayaks are done before kayaks are transported to the beach. Any outfitting or rigging is to be done on dry land in a CITY designated spot. Beach staff personnel ensure that the boat launch is kept clear at all times to avoid congestion at the boat launch and to maintain a clear path for emergency vehicles.

The boat launch is kept clear at all times. Kayaks are never left in a position that obstructs free use of the public boat launch. Paddles are stored in the paddle rack within the designated zone at the sea wall. Paddles are never transported to the boat launch by foot; paddles are always transported via truck.

EDCA strictly adheres to the fifteen (15) minute drop off and pickup limit for kayak transportation. The kayak and paddle totals will never exceed by the maximum number that is determined by the CITY.

EDCA truck drivers obey all posted traffic signs, never drive more than five miles per hour on the sand at the boat launch park only in designated zones. All EDCA employees driving the company truck must adhere to all of the laws, rules, and guidelines for traffic at the boat launch and adjacent streets. This includes speed, staging, parking and traffic flow with the underlying priority of safe defensive driving.

MAXIMUM NUMBER OF TOUR PARTICIPANTS/CLIENT TO GUIDE RATIO - EXHIBIT C

Kayak tours never exceed twelve (12) total kayaks with ten (10) being utilized for tour participants and two (2) being utilized for tour guides. EDCA strictly adheres to the required ratio of one (1) kayak guide for every five (5) tour participant kayaks. When tours utilize more than five (5) participant kayaks, an additional tour guide is added. The ratio of tour participants to kayak guides never exceeds ten (10) participants to one (1) guide, regardless of the number of required kayaks.

WATER ACTIVITY ZONES AND AREAS OF SPECIAL INTEREST - EXHIBIT C

Kayak tours and guides always adhere to San Diego Municipal Code defining Water Activity Zones and buoy demarcated use areas at all times. This includes swim zones, no board zones, surfing zones, boat launch zone and no boat zones.

All individual kayak rentals are provided with a water map and personal explanations of all these water activity zones. Tour guides are also responsible for ensuring that tour participants and renters remain free and clear of these zones.

All kayaks, whether for tours or for individual rentals adhere to San Diego Municipal Code defining rules for boat beaching and launching. Beaching of kayaks within the Ecological Reserve is not permitted at any time. The launching and return of all kayaks is permitted within the designated boat launch area only.

EDCA advises all kayak rental participants to not venture near the rocks or the caves and these areas are defined as hazardous on the water map. All tours and individual rentals are also informed of the Marine Mammal Protection Act and expected to comply with those restrictions.

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EQUIPMENT - EXHIBIT C

Tour guides are equipped with required safety equipment in the event of an emergency. All safety and emergency equipment is inspected for damage before use. At least one tour guide per EDCA kayak tour possesses a waterproof smartphone, with proper training of 911 protocol.

All kayak tour participants and tour guides are required to wear properly fitting Type III USCG approved life vests. All tour participants are required to wear properly fitting helmets.

Kayaks are deposited in designated kayak storage area no earlier than 8:00 a.m. and are removed before sunset. Beach staff personnel are staffed as soon as kayaks are deposited in the storage area. Beach staff personnel are staffed daily to monitor the kayak storage area at all times during operations. The beach staff personnel maintain the kayak storage area in a neat and orderly manner at all times and kayaks are stacked in the designated area to ensure that the boat launch remains free from obstruction for public use and that emergency lanes are free and clear at all times.

WAIVERS - EXHIBIT C

EDCA keeps on file a signed waiver from each participant or their legal guardian if under 18 years of age, which hold the CITY, its agents, officers and employees harmless and indemnifies the same from any claims relating to the participants' activities on the beach, which arise from or are in any manner connected with the services provided to the participants under commercial kayak operations.

Waiver will always be kept on file on site for easy access.

SAFETY PRECAUTIONS/EMERGENCY RESPONSE PLAN - EXHIBIT C

EDCA requires contact information to be recorded on each and every participant's waiver before services are rendered. Records of the client's name, local contact number and corresponding kayak identification number are documented for each kayak rental in the event of an emergency or if the person goes missing.

If at any time a client or employee reports an injury, incident or accident to EDCA and incident report is immediately filled out and filed and alerts San Diego Fire-Rescue. EDCA will keep a file on record of all accident reports for three (3) years after each event.

In store and on the beach, each individual rental will have been clearly made aware of all possible ocean hazards, surf conditions, WAZ and off-limit areas.

MINIMUM REQUIREMENTS FOR GUIDES - EXHIBIT C

All EDCA employees must be a minimum of 18 years old. All employees are required to possess certifications in CPR for the professional rescuer and basic First Aid. All employees must complete the EDCA annual guide training program, attend all bi-weekly trainings and complete the Lifeguards' Kayak Guide Orientation. Guides must complete all trainings to ensure 100% compliance with regulations stipulated in Exhibit C.

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All documents confirming the certifications for tour guides are kept at the shop and maintained by the General Manager. These documents are available for inspection and review by CITY staff.

All minimum requirements for kayak guides are included in the Operating Plan.

MAINTAINING RECORDS & SAFETY NOTICES - EXHIBIT C

EDCA maintains updated and accurate records for all operations including tour guide certifications, accounting and bookkeeping records, records pertaining to individual kayak rentals and incident reports.

ADDITIONAL CONCESSION STIPULATIONS - EXHIBIT C

EDCA has a valid business license to conduct business in the City of San Diego. EDCA also has a seller's permit through the State Board of Equalization and all necessary business and sales taxes are paid up to date.

EDCA maintains two locations in La Jolla Shores. The primary storefront is located at 2261 Avenida de la Playa, and the second location is across the street at 2246 Avenida de la Playa. EDCA conducts all business within these locations. These locations offer the necessary space required to be considered for the requested allotment of tours.



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COMPANY'S QUALIFICATIONS

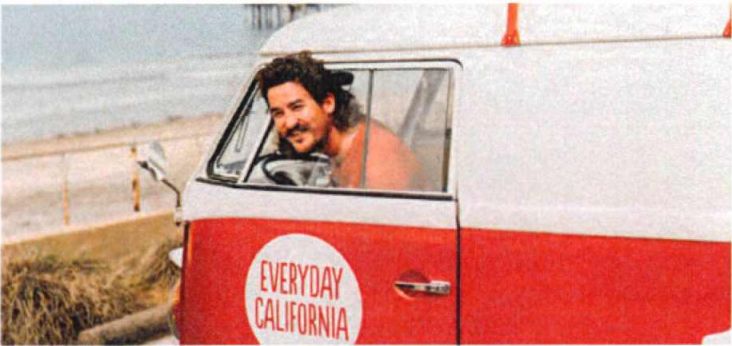
For nearly a decade EDCA has partnered with the CITY of San Diego, Lifeguard Services, San Diego Tourism Authority, and Visit California to share adventures and promote tourism throughout La Jolla. Over this time EDCA has safely operated kayak tours and rentals, snorkeling tours and rentals, surfboard rentals and surf lessons, and SUP rentals and SUP lessons. EDCA is fortunate to have been afforded the opportunity to run a business that works with talented people, give back to the community, and provide people from all over the world with lasting memories. EDCA takes this opportunity very seriously and is confident in the company's ability to continue to successfully operate a Kayak Concession in La Jolla.

EDCA began as a small start-up owned and operated by the current management team who ran the day to day operations for years. Owners and directors took every call, ran every tour, cleaned the bathroom, moved the kayaks and did anything else that was needed to be successful. As EDCA began to grow the company hired and trained the best available talent in order to grow the ever expanding business. EDCA has done a tremendous job hiring and recruiting talent, in particular with the help of Lifeguard Services, in finding a diverse group of employees that share the company's belief in making fun happen and using business to improve the environment. EDCA is fortunate to operate in La Jolla and strives to better the community by being a good neighbor, giving back to ocean conservation, and most importantly by being safe on the water.

EDCA believes that being safe on the water and running a successful adventure business doesn't start when the participant arrives at the shop. It begins by evaluating talent and hiring the right people with the necessary background, skills, and attitude. It continues with a commitment to investing in each and every employee with year-round training and appreciation. Retaining these employees throughout the year is paramount to the company's success. EDCA has maintained employee retention by offering a variety of unique programs: monthly award presentations (surfboard giveaways, trips to Cabo, etc.) to the employees with the most 5 star reviews and demonstrated ability to represent the spirit of the company and the community. EDCA incentivizes employees to be the best in the industry.

Since the founding of EDCA, hundreds of thousands of people from around the country and abroad have been on an adventure with our staff. In 2019 EDCA served 64,295 people of different race, ethnicity, gender, age, creed and religion. The feedback from this diverse participant base has been a resoundingly positive reaction for San Diego Tourism and EDCA. (4.5 stars on Yelp with 2,153 reviews, 4.5 stars on TripAdvisor with 1,219 reviews, and 4.6 stars on Google Review with 755 reviews).

As EDCA expands and looks toward the future, we continue to build upon our organizational foundation.



EVERYDAY CALIFORNIA STAFF ORGANIZATIONAL CHART



SUMMARY OF EXPERIENCE: PROPOSER'S EXPERIENCE



CHRIS LYNCH | MANAGING PARTNER

14 Years of Experience

Chris Lynch is a graduate from San Diego State University with a bachelor's degree in Economics and competed in NCAA collegiate rugby. While attending college, Lynch worked as a tour guide for OEX Dive and Kayak. After graduating, Lynch worked as a financial advisor and was slated for Wall Street in hedge fund management until the economic crisis of 2008 forced Lynch to pursue other career opportunities. Lynch attended the renowned Beverly Hills Playhouse acting school. Hollywood couldn't compete with the wonders of the La Jolla Ecological Preserve and Lynch returned to San Diego to purchase OEX Dive and Kayak with Mike Samer.

Lynch saw the potential to create a lifestyle brand to reflect the culture and unique coastal qualities of La Jolla and joined Samer. Lynch's financial background has been instrumental in overhauling the company. Working with Samer, Lynch saw the need to change the name of the company to better reflect the new direction.

Lynch created the lifestyle brand, designing the logo and apparel, setting the direction for the progression of the brand and social media strategies to create awareness and brand loyalty. Lynch manages the financials for EDCA and works with EDCA accountants and legal team to ensure fiscal responsibility. Lynch's experience and expertise in finance has been instrumental in increasing revenues for both EDCA and the City.

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MIKE SAMER | MANAGING PARTNER

14 Years of Experience

Mike Samer is a graduate from the University of Vermont with a bachelor's degree in Business where he also competed in NCAA collegiate soccer. After completing the renowned Semester at Sea program, Samer traveled to Sydney, Australia to complete a master's degree in International Business from Macquarie University. After returning to the United States, Samer worked as a tour guide for OEX Dive and Kayak. Seeking to utilize his degree Samer worked at SGIS in San Diego recruiting high level government employees. The allure of the ocean and the special qualities of the La Jolla Ecological Preserve pulled Samer away from his very lucrative position at SGIS and he returned to OEX Dive and Kayak as Manager with the possibility to buy the company.

When the opportunity to purchase OEX presented itself, Samer seized it with partner Chris Lynch. Together they saw the potential to elevate the company into being the premier action water sports company in La Jolla. Samer began utilizing his marketing expertise to strategically attract business and reestablish the reputation of the company. Working with Lynch, they completely overhauled the company, creating a business plan to increase revenues, hiring managerial staff to implement safer, more efficient and streamlined operations, develop a higher quality tour product and create a Sales and Marketing department with a highly experienced and capable sales Manager.

Samer oversees the company Sales and Marketing Departments and works closely with the General Manager to ensure operational procedures remain in alignment with the stipulations set forth in Exhibit C. Through his knowledge of business and marketing, Samer has successfully increased revenues each year for both EDCA and the City.

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BRIAN STEVENS | DIRECTOR OF OPERATIONS

14 Years of Experience

Brian Stevens graduated from San Diego State University with a bachelor's degree in Criminal Justice. Prior to transferring to SDSU Stevens competed in NCAA collegiate football at Sacramento State University. Brian worked at OEX Dive and Kayak while attending SDSU as a tour guide and as an Assistant Manager. After graduating from SDSU Stevens backpacked through South America until Lynch and Samer purchased OEX. Stevens returned to San Diego to be the Director of Operations for EDCA.

Stevens is an American Red Cross Lifeguard Instructor and is responsible for certifying all EDCA employees not already in possession of these certifications. Stevens is also an EMT, and BCU certified and conducts all in-house BCU training sessions. Stevens is also a Dive Master and prior to the discontinuance of dive operations, conducted guided dive tours of the La Jolla Ecological Preserve and oversaw the PADI certified dive operations. In addition, he is working towards obtaining his California Sexual Harassment Training & Educational Certificate.

Stevens is an avid waterman who surfs and dives in the La Jolla Shores and other parts of the world. Having travelled the world, Stevens has a broad cultural perspective that greatly enhances the quality of service provided to EDCA customers, many of whom come from all parts of the world.

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HARRY THOMAS | DIRECTOR OF SALES

10 Years of Experience

Harry Thomas graduated from Southern Methodist University with a bachelor's degree in Psychology and a minor in Business and competed in NCAA collegiate Lacrosse. Harry travelled to Sydney, Australia and obtained a master's degree in International Business from Macquarie University and met Mike Samer. Returning to the United States, Harry worked for Salesforce.com in San Francisco. Samer recruited Harry after purchasing the company to head up the sales and marketing department. Harry utilized his former position within Salesforce to implement the CRM tool to create the sales and marketing department. Harry trains EDCA sales employees on how to utilize Salesforce to increase sales, resulting in higher revenues for both EDCA and the City.

Harry also creates and develops partnerships with community organizations as well as creates team building events with corporations and local businesses. Harry is also the only certified Merit Badge Counselor for the Boy Scouts of America in San Diego County and works closely with the organization to setup kayaking tours that allow participants to obtain kayak merit badges.

Harry has been an avid surfer since the age of ten and has travelled the world surfing.

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PETER KOSULIN
General Manager

Three years of running Everyday California operations. Overseeing and managing 50+ tour guides. Lifelong surfer and waterman, Everyday California kayak tour guide in 2015 and 2016.

Certifications:
Water Safety Specialist Certification
British Canoe Union certified for open water kayaking
Healthcare Provider American Heart Association CPR/AED
Healthcare Provider First Aid through American Heart Association



KAMALANIKAEOHONOEAEKU HURWITZ
Shift Manager

Over 5 years of customer service and managing, including running kayak and snorkel tours with Everyday California. Mauna Kea Beach Club "beach boy".

Certifications:
British Canoe Union certified for open water kayaking
CPR/AED for the Professional Rescuer, First Aid via American Red Cross



ELLERY BLOCK
Senior Staff Member

Three years of leading kayak and snorkel tours through the La Jolla Ecological Reserve. Over four years in customer service and charity fundraising. Avid Surfer and outdoor enthusiast.

Certifications:
British Canoe Union certified for open water kayaking
Basic Life Support for American Heart Association



LINDSAY ROTHWELL
Shipping & Logistics Associate, Senior Staff Member

Three years of leading kayak and snorkel tours through the La Jolla Ecological Reserve for Everyday California. Over two years as an Educator for SeaWorld San Diego, 2015 - 2017. Personal Trainer and avid surfer.

Certifications:
British Canoe Union certified for open water kayaking
Basic Life Support for American Heart Association

ATTACHMENT A: OPERATING PLAN



ABIGAIL LANO
Senior Staff Member

Experienced guide for Everyday California leading kayak and snorkel tours through the La Jolla Ecological Reserve. Over three years experience as a personal trainer, working with clients to achieve fitness goals.

Certifications:
British Canoe Union certified for open water kayaking
CPR/AED for the Professional Rescuer



JOSH SVORINIC
Shift Manager

Experienced manager and senior guide for Everyday California leading kayak and snorkel tours through the La Jolla Ecological Reserve. 10+ years experience in customer service. Avid surfer and musician.

Certifications:
British Canoe Union certified for open water kayaking
Basic Life Support for American Heart Association



RAMIN ZANGENEH
Beach Supervisor

Bachelors in Organizational Leadership from Fort Hays State University. Two years of running kayak and snorkel tours out of La Jolla Shores and supervising Everyday California's beach operation. Kansas Youth Leadership Academy Counselor.

Certifications:
British Canoe Union certified for open water kayaking
Basic Life Support for American Heart Association



ROMAN KOSULIN
Sales Manager

Roman Kosulin is the Sales Manager at Everyday California with over eight years of outside sales experience. This is his second year with Everyday California. He is responsible for the day to day sales and any large or private groups coming out on tours. Roman handles outreach and partnerships with Universities, Colleges, local organizations, etc. to offer promotional rates for tours.

ATTACHMENT A OPERATING PLAN

ATTACHMENT A: OPERATING PLAN



ANDREW IIDA
Head Writer & Sales

Andrew Iida is the Head Writer for Everyday California, responsible for writing copy for blog posts and various marketing materials. He is also responsible for the day to day sales and bookings for those looking to come out on an adventure.



JACKIE KEYES
Sales

Jackie Keyes is responsible for the day to day sales at Everyday California. With several years of outside experience in sales and customer service, Jackie is able to represent Everyday California by coordinating bookings and providing excellent customer service to those looking to come out on an adventure.



GREG ORFE
Senior Staff Member

Greg Orfe has been with Everyday California since 2018, running kayak and snorkel tours out of the La Jolla Shores and supervising Everyday California's beach operations. He is responsible for making sure beach operations run smoothly, and tours go out on time.

Certifications:
British Canoe Union certified for open water kayaking
CPR/AED for the Professional Rescuer



MIKE SPITZ
Senior Staff Member

Michael Spitz has worked as a kayak guide and surf instructor at Everyday California since June 2019. A San Diego native, experienced waterman and life-long surfer, Michael has guided kayak and surfing adventures in southern California and Baja California for nine years.

Certifications:
British Canoe Union certified for open water kayaking
CPR/AED for the Professional Rescuer

ATTACHMENT A: OPERATING PLAN



MADDIE CUNNINGHAM
Senior Staff Member

Full time student studying marine biology, while volunteering at San Diego State University in two marine labs studying different algae and lobster. Over a year of experience running kayak tours and supervising beach operations for Everyday California.

Certifications:
Certified Rescue Diver under PADI
British Canoe Union certified for open water kayaking
CPR/AED for the Professional Rescuer



BRODERICK BOND
Product Development Lead

Brodie Bond is the Product Development Lead at Everyday California. He started out with the company as a kayak and snorkel tour guide before beginning to take over order fulfillment and inventory management. With over two years experience, Brodie now coordinates all of the inventory management and manufacturing of Everyday California branded items while still ensuring rapid fulfillment and great customer service for online orders.



JANNA EGGLESTON
Marketing Director & Graphic Designer

Janna Eggleston is the Graphic Designer and Marketing Director at Everyday California, responsible for creating and managing email campaigns, apparel, photo and video content, ads for social media, PR needs as requested, as well as day to day marketing and design needs.



ROBIN BIGGE
Marketing Director & Photographer

Robin Bigge is a Photographer and Social Media Manager that climbed the ladder from an intern to Marketing Director at Everyday California. With over four years of experience in both fields, Robin tackles day to day operations of all social and media outlets for the company while providing all of the content you see on said outlets.