

**Amendment No. 1 to
County of Monterey Agreement for Professional Services with
Denise Duffy & Associates, Inc. for the
Environmental Impact Report for the Villas de Carmelo**

This Amendment No. 1 to County of Monterey Agreement for Professional Services (hereinafter, "Amendment No. 1") is made and entered, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "COUNTY"), and Denise Duffy & Associates, Inc. (hereinafter, "CONTRACTOR").

This Amendment No. 1 amends the AGREEMENT FOR PROFESSIONAL SERVICES entered into with CONTRACTOR on July 11, 2008 (hereinafter, "AGREEMENT") as follows:

1. Amend first sentence of Section 3 of AGREEMENT, "Term of Agreement", to read as follows:

The term of this Agreement is from June 3, 2008 to August 31, 2009, unless sooner terminated pursuant to the terms of this Agreement.

2. Except as provided herein, all other terms and conditions of AGREEMENT shall remain in full force and effect.
3. If there is any conflict or inconsistency between the provisions of AGREEMENT, or Amendment No. 1, the provisions of Amendment No. 1 shall govern.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 as follows:

COUNTY OF MONTEREY

By: 
Director of Planning

Date: 2/24/09

Approved as to Form

By: 
Deputy County Counsel

Date: 12/29/08

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 2-23-09

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

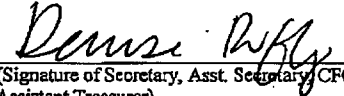
CONTRACTOR*

Denise Duffy & Associates, Inc.
Contractor's Business Name

By: 
(Signature of Chair, President or Vice President)

Its: President
(Name and Title)

Date: 12-19-08

By: 
(Signature of Secretary, Asst. Secretary, CFO or Assistant Treasurer)

Its: Secretary
(Name and Title)

Date: 12-19-08

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/10/08

PRODUCER HRH Professional Practice Insurance Brokers, Inc. 20 Main Street, Suite 350 Irvine, CA 92614-7248		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Denise Duffy & Associates 947 Cass Street, Suite 5 Monterey, CA 93940-4525		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Employers Fire Insurance Company	20648
		INSURER B: OneBeacon America Insurance Company	20621
		INSURER C: Continental Casualty Company	20443
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FF1U39722	09/01/08	09/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	FF1U39722	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	406018826	09/01/08	09/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C		OTHER Professional Liability	EEA276198480	11/05/08	11/05/09	\$1,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

All operations including but not limited to Villas de Carmelo EIR.
 Auto liability and General liability: county of monterey, its officers,
 (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION Ten Day Notice for Non-Payment of Premium**

Monterey County
 Resource Management Agency
 168 E. Alisal Street, 2nd floor
 Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDORSE~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXX~~
~~XX~~
~~XX~~
 AUTHORIZED REPRESENTATIVE

Corra Jim

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

agents and employees are named as additional insured per endt. attached.

Architects and Engineers Extender Additional Insured Language*

The following policy language is from Employers Fire Insurance Company Business Owners Liability Coverage Form G15911 03 05:

Form G15911 03 05 Amends the Commercial General Liability Coverage Form:

1. The following are added to **Section II – Who is an insured:**

a. Person or organization required by Written Contract

Any person or organization that you agree to add as additional insured under this General Liability coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of your non-professional work for that person or organization.

However such person or organization is not an additional insured with respect to any:

- (1) "Bodily Injury", "property damage", or "personal and advertising injury" that does not arise out of:
 - (a) Your Negligence; or
 - (b) The negligence of another person or organization for whom you are liable;
- (2) "Bodily injury", "property damage" or "personal and advertising injury" for which such person or organization has assumed liability in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;
- (3) "Property Damage" to:
 - (a) Property owned, used or occupied by or loaned or rented to, such person or organization; or
 - (b) Property over which such person or organization is for any purpose exercising physical control;
- (4) All Professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advise, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection formation, reconstruct, repair, or in any improvement made to real property. Construction also includes the hiring, supervision or management of these activities.

However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

Primary & Non-Contributory: This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured.

Per Project Aggregate: Section III Limits of Insurance is amended by adding the following: The General Aggregate Limit under Section III-Limits of Insurance applies separately to each of "your projects" or each location listed in the location information in the common policy declarations.

Separation of Insureds: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insured applies:

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

Waiver of Subrogation: Transfer of Rights of Recovery Against Other to Us in Section IV – Commercial General Liability Conditions:

However, we waive the right of recovery and proceeds we may have against any person or organization that is added as an additional insured under I.1.a

- a. Because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" in ongoing operations include or included in the "products-completed operations hazard" and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal and advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

Named Insured: DENISE DUFFY & ASSOCIATES

Policy No.: FF1U39722