



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Jane Parker to approve Consent Calendar Item Numbers 15 through 37.

- a. **Agreement No.: A-14699** / Approve Amendment No. 1 to Professional Services Agreement No. A-14699 with Rincon Consultants, Inc. to prepare a Second Revised Environmental Impact Report for the Rancho Cañada Village Subdivision Project (PLN040061-AMD1) where the Base Budget in the amount of \$66,597 is increased by \$9,819 to \$76,416 and the Contingency Budget in the amount of \$10,000 is increased by \$10,000 to \$20,000, for a total amount not to exceed \$96,416, with no extension to the term of March 10, 2020 to September 30, 2021;
- b. **Agreement No.: A-14700** / Approve Amendment No. 1 to Funding Agreement No. A-14700 with Rancho Cañada Venture, LLC for preparation of a Second Revised Environmental Impact Report for the Rancho Cañada Village Subdivision Project (PLN040061-AMD1) where the Base Budget in the amount of \$66,597 is increased by \$9,819 to \$76,416, the Contract Administration Fee in the amount of \$446 is increased by \$446 to \$892, and the Contingency Budget in the amount of \$10,000 is increased by \$10,000 to \$20,000, for a total amount not to exceed \$97,308, with no extension to the term of March 10, 2020 to September 30, 2021; and
- c. Authorize the Resource Management Agency Director or designee to execute Amendment No. 1 to Professional Services Agreement No. A-14699, Amendment No. 1 to Funding Agreement No. A-14700 and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts except for a contract amendment administration fee of \$446 for each such amendment to the Funding Agreement.

PASSED AND ADOPTED on this 29<sup>th</sup> day of September 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams  
NOES: None  
ABSENT: None  
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 29, 2020.

Dated: September 29, 2020  
File ID: A 20-400  
Agenda Item No.: 36

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Joel G. Pablo, Deputy

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
RINCON CONSULTANTS, INC.**

**THIS AMENDMENT NO. 1** to Professional Services Agreement No. A-14699 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Rincon Consultants, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures.

**WHEREAS**, on May 14, 2020, CONTRACTOR entered into Professional Services Agreement No. A-14699 with County (hereinafter, "Agreement") to prepare a Second Revised Environmental Impact Report (hereinafter, "SREIR") for the Rancho Village Subdivision Project (hereinafter, "Project") for a term of March 10, 2020 through September 30, 2021 for an amount not to exceed \$76,597, and concurrently, County approved a Funding Agreement with Rancho Canada Venture, LLC, the Project Applicant, to fund the services provided by CONTRACTOR; and

**WHEREAS**, the Second Revised Draft EIR (SRDEIR) has since been prepared and circulated for public review. The comment period closed on August 11, 2020; and

**WHEREAS**, the CONTRACTOR's scope of work under the Agreement provided for the possibility of reevaluation and augmentation of their budget depending on the volume and detail of the comments received on the SRDEIR; and

**WHEREAS**, based on the comments received on the SRDEIR, the CONTRACTOR needs additional funding to prepare responses to comments, produce the Second Revised Final EIR (SRFEIR), and continue coordination with County staff, as further set out in Exhibit A-1, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Parties wish to amend the Agreement to increase the amount by \$19,819 for a total amount not to exceed \$96,416 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1; and

**WHEREAS**, the County is concurrently herewith processing an amendment to the Funding Agreement with the Project Applicant to provide funding for the services under this Amendment No. 1.

Amendment No. 1 to Professional Services Agreement No. A-14699  
Rincon Consultants, Inc.  
Second Revised EIR for the Rancho Canada Village Subdivision Project  
RMA -- Planning  
Term: March 10, 2020 -- September 30, 2021  
Not to Exceed: \$96,416.00

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$96,416.

2. Amend Paragraph 4, "Additional Provisions/Exhibits", to add "Exhibit A-1, Scope of Services/Payment Provisions".
3. All written reports required under this Agreement as amended shall be delivered to the following individual:

Mary Israel, Associate Planner  
County of Monterey  
Resource Management Agency - Land Use & Community Development  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Email: israelm@co.monterey.ca.us

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 to Professional Services Agreement No. A-14699  
Rincon Consultants, Inc.  
Second Revised EIR for the Rancho Canada Village Subdivision Project  
RMA - Planning  
Term: March 10, 2020 - September 30, 2021  
Not to Exceed: \$96,416.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the day and year written below:

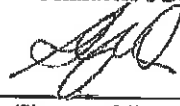
**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:   
6984A467F99241E  
Carl P. Holm, AICP  
RMA Director

Rincon Consultants, Inc.  
Contractor's Business Name


Date: 9/30/2020

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

Its: Stephen Svete, Executive Vice President  
(Print Name and Title)

Date: September 11, 2020

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

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

By: Brian P. Briggs  
B162D1AF86447E  
~~Wendy S. Stirling~~ Brian P. Briggs  
Assistant County Counsel Deputy County Counsel

Its: Richard Daulton, Corporate Secretary  
(Print Name and Title)

Date: 9/16/2020

Date: September 14, 2020

Approved as to Fiscal Provisions

By: Gary Giboney  
D3834BFEC1D844Y  
Auditor/Controller

Date: 9/16/2020

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

Amendment No. 1 to Professional Services Agreement No. A-14699  
Rincon Consultants, Inc.  
Second Revised EIR for the Rancho Canada Village Subdivision Project  
RMA - Planning  
Term: March 10, 2020 - September 30, 2021  
Not to Exceed: \$96,416.00

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
Rincon Consultants, Inc., hereinafter referred to as "CONTRACTOR"**

### **A. SCOPE OF SERVICES**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, to complete a Second Revised Environmental Impact Report (EIR) (Second REIR) (services) for the Rancho Cañada Village Subdivision Project (Project) to satisfy requirements of the California Environmental Quality Act (CEQA) and to comply with the Monterey County Superior Court judgement as set forth below:

Based on the extent of public comments received and the approach for responding, additional work effort will be required beyond what was anticipated in the Agreement with the CONTRACTOR. This Amendment No. 1 to the Agreement incorporates the additional staff time required for completion of the tasks below.

#### **Task 5: Administrative Second Revised Final EIR (Additional Responses to Comments)**

The March 10, 2020 Agreement scope assumed that "most comment letters will be the same or similar to comments that were received on the certified EIR" but anticipated "receipt of at least one (1) lengthy legal comment." The level of effort was estimated at eighty (80) professional staff hours; however, as noted in the Agreement, "The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period."

Based on the comments received and consultation with County staff, CONTRACTOR estimates the need for ninety-five (95) professional staff hours to respond to comments, for an increase of fifteen (15) professional staff hours. This estimate includes assumptions about County contributions to the preparation of responses to comments. If CONTRACTOR is required to do work currently assumed to be done by County staff, additional budget will be required.

*Deliverable(s): Administrative Second Revised Final EIR*

#### **Task 7: Second Revised Final EIR (Additional Final EIR Production)**

The typical County format for a Final EIR includes an Introduction, Responses to Comments, and Revisions to the Draft EIR in a stand-alone document; Draft EIR sections are not revised and reproduced in full. Per direction provided by County staff, County has requested preparation of a full Final EIR with all Draft EIR sections, and a new Responses to Comments chapter. In this scenario, the existing strikethrough and underline in the Draft EIR would be removed manually, and any edits completed in response to public comments would then be shown in strikethrough and underline. This scope amendment includes professional and production staff time to complete this formatting. In addition, due to the increased length of the Final EIR under this scenario, an estimated \$600.00 additional budget would be required for printing.

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

*Deliverable(s): Second Revised Final EIR as Introduction, Responses to Comments, and Revisions to the Draft EIR in a stand-alone document and also with edits completed in response to public comments shown in strikethrough and underline.*

### Task 9: Project Management and Hearings

#### (Additional Project Management)

Task 9, Project Management and Hearings, from the March 10, 2020 Agreement scope of work assumed attendance at up to three (3) conference calls with County staff during the course of this Agreement; more coordination calls have occurred, and as such, the management budget is nearly expended. Therefore, this budget augmentation request includes additional time for attendance at up to three (3) additional conference calls (1.5-hours each) and ongoing coordination and management of the Final EIR.

#### Assumptions:

This Scope of Services incorporates the same assumptions as the original Exhibit A to the Agreement.

#### Deliverables:

CONTRACTOR shall produce the deliverables as noted in the above-mentioned tasks and in the original Exhibit A to the Agreement. All written reports required under this Agreement as amended herein shall be delivered as noted to the following individual and in accordance with the Project Schedule which follows:

Mary Israel, Associate Planner  
County of Monterey  
Resource Management Agency - Land Use & Community Development  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Email: israelm@co.monterey.ca.us

## B. PAYMENT PROVISIONS

### COMPENSATION/ PAYMENT

County shall pay an increased amount not to exceed \$19,819.00 (\$9,819.00 for Base Budget plus \$10,000.00 in Project Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the attached Cost Estimate.

During this Agreement as herein amended, County and CONTRACTOR agree that CONTRACTOR shall only be reimbursed for mileage according to the Internal Revenue Service standard mileage rate and not for travel expenses.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement as herein amended are not in excess of those charged to any other client for the same services performed by the same individuals.

### CONTRACTOR'S BILLING PROCEDURES

Invoices for deliverables under the Agreement as herein amended shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

services performed in conjunction with a deliverable may be billed monthly (by the tenth day of the month) and will be considered on a time and materials basis. All invoices shall include the following and shall be submitted with the Invoice Coversheet (provided as Attachment B-1 in Exhibit A-1 of this Agreement):

**1. Invoice Coversheet**

*Rincon Consultants, Inc.*

*Rancho Cañada Village Subdivision Project Second Revised EIR*

Date: \_\_\_\_\_

Invoice No. \_\_\_\_\_

*Original Agreement Term: March 10, 2020 to September 30, 2021*

*Original Agreement Amount: \$76,597.00 (\$66,597.00 Base Budget plus \$10,000.00 Project Contingency)*

*Amendment No. 1: \$ 19,819.00 (\$ 9,819.00 Base Budget plus \$10,000.00 Project Contingency)*

***This Invoice:***

<b>Task 5:</b>	<b>\$2,550.00</b>	<b>Administrative Second Revised Final EIR</b>	_____
<b>Task 7:</b>	<b>\$2,869.00</b>	<b>Second Revised Final EIR</b>	_____
<b>Task 9:</b>	<b>\$3,800.00</b>	<b>Project Management and Hearings</b>	_____
		<b>Direct Cost Summary</b>	_____
	<u>\$600.00</u>	Printing and Reproduction Costs	_____
	<b>\$9,819.00</b>	<b>GRAND TOTAL:</b>	_____

**REMAINING BALANCE:** \_\_\_\_\_

\_\_\_\_\_  
**Approved as to Work/Payment: Mary Israel, Associate Planner**

\_\_\_\_\_  
**Date**

Payment shall be based upon satisfactory acceptance of each work product/deliverable.

Invoices under this Agreement as amended shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
 Resource Management Agency – Finance Division  
 1441 Schilling Place, South 2<sup>nd</sup> Floor  
 Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement as amended should be directed to the RMA Finance Division at (831) 755-4800 or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement as amended or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement as amended.

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

No payments in advance or in anticipation of services or supplies to be provided under this Agreement as amended shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

### 2. Invoice Detail

Each invoice for deliverables shall indicate percentage of completion of the task and include the invoice amount in association with the actual deliverables performed and shall be within the "Not to Exceed" budget amount allocated for the Project.

Each invoice for services performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by CONTRACTOR and shall be within the "Not to Exceed" budget amount allocated for the service or services performed.

Any subconsultant services must be invoiced based on the Subconsultant fee and the allowable overhead cost.

The RMA Director or designee may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the subconsultant costs. The information will be used to complete the file and to ensure proper payment for deliverables/services.

### 3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total Agreement Project Contingency of \$20,000.00) requires the prior written approval of the RMA Director or designee and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the RMA Director and/or Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five (5) working days of receipt of the recommendation, the RMA Director and/or Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the RMA Director or designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant and CONTRACTOR.



### EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director or designee will ask the Project Applicant to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval by the RMA Director or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.



**RINCON CONSULTANTS, INC.**  
**Rancho Cañada Scope Amendment Request**

**Cost Estimate (without Contingency)**

8/24/2020

Tasks	Labor Description			Supervisor or Supervisor's Assistant (if provided)	Professional Hour IV	Associate I, or II Professional (if II)	Production Specialist	GIS/CADD Specialist (if II)	Other	
	Labor Cost	Direct Expense	Hours							
Task 5: Administrative Final EIR (Additional Responses to Comments)	\$2,550	\$0	15	5	10					
Task 7: Final EIR (Formatting/Production)	\$2,868	\$600	25	2		15	8			
Task 9: Project Management and Hearings	\$2,280	\$0	30	12	8					
<b>SUBTOTAL COST</b>										
	\$	\$								
	9,219	600	60	4,180	2,610	1,775	764	0	0	

**Direct Cost Summary**

Printing and Reproduction	\$	600
<b>Subtotal Additional Costs:</b>	\$	600

**Summary**

<b>Professional Fees Subtotal</b>	\$	9,219
<b>Direct Costs Subtotal</b>	\$	600
<b>TOTAL PROFESSIONAL FEES AND DIRECT COSTS</b>	\$	9,819

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, with the County's written approval, prior to the reallocation as long as the total contract price is not exceeded

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**ATTACHMENT B-1**

**Invoice Coversheet**

**Rincon Consultants, Inc.**  
**Rancho Cañada Village Subdivision Project Second Revised EIR**

Date: \_\_\_\_\_  
Invoice No. \_\_\_\_\_

**Original Agreement Term: March 10, 2020 to September 30, 2021**

**Original Agreement Amount: \$76,597.00 (\$66,597.00 Base Budget plus \$10,000.00 Project Contingency)**

**Amendment No. 1: \$ 19,819.00 (\$ 9,819.00 Base Budget plus \$10,000.00 Project Contingency)**

***This Invoice:***

<b>Task 5:</b>	<b>\$2,550.00</b>	<b>Administrative Second Revised Final EIR</b>	_____
<b>Task 7:</b>	<b>\$2,869.00</b>	<b>Second Revised Final EIR</b>	_____
<b>Task 9:</b>	<b>\$3,800.00</b>	<b>Project Management and Hearings</b>	_____
		<b>Direct Cost Summary</b>	_____
	<u><b>\$600.00</b></u>	<b>Printing and Reproduction Costs</b>	_____
	<b>\$9,819.00</b>	<b>GRAND TOTAL:</b>	_____

**REMAINING BALANCE:** \_\_\_\_\_

\_\_\_\_\_  
**Approved as to Work/Payment: Mary Israel, Associate Planner**

\_\_\_\_\_  
**Date**



# CERTIFICATE OF LIABILITY INSURANCE

12/17/2020

DATE (MM/DD/YYYY)  
1/28/2020

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

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

<b>PRODUCER</b> Lockton Insurance Brokers, LLC 777 S. Figueroa Street, 52nd Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Crum &amp; Forster Specialty Insurance Co</td> <td></td> <td>44520</td> </tr> <tr> <td><b>INSURER B:</b> Hartford Fire Insurance Company</td> <td></td> <td>19682</td> </tr> <tr> <td><b>INSURER C:</b> Starstone National Insurance Company</td> <td></td> <td>25496</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Crum & Forster Specialty Insurance Co		44520	<b>INSURER B:</b> Hartford Fire Insurance Company		19682	<b>INSURER C:</b> Starstone National Insurance Company		25496	<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
<b>INSURER A:</b> Crum & Forster Specialty Insurance Co		44520																			
<b>INSURER B:</b> Hartford Fire Insurance Company		19682																			
<b>INSURER C:</b> Starstone National Insurance Company		25496																			
<b>INSURER D:</b>																					
<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> 1462718 Rincon Consultants, Inc. 180 N. Ashwood Ave. Ventura CA 93003																					

**COVERAGES** RINCO01      **CERTIFICATE NUMBER:** 16059604      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>SIR: \$50,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	BPK-125280	12/17/2018	12/17/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	72UUNCB5288	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	BFX-114134	12/17/2019	12/17/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A	T10200329	2/1/2020	2/1/2021	<input checked="" type="checkbox"/> PER STATUTE <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
A	<b>Contractors Pollution Liab</b> <b>E&amp;O Liab - Claims Made</b>	N	N	BPK-125280	12/17/2018	12/17/2020	Limit: \$3,000,000/\$4,000,000 Limit: \$3,000,000/\$4,000,000

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

**CERTIFICATE HOLDER**

16059604  
 County of Monterey  
 168 W. Alisal Street, 2nd Floor  
 Salinas CA 93901

**CANCELLATION** See Attachments

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Re: All Operations The County of Monterey, Its Officers, Agents and Employees are included as additional insured for General Liability and Auto Liability with respect to work performed for them by the Named Insured as required by written contract, per Blanket Additional Insured endorsement EN0147-1111, EN0320-0211, EN0321-0211 & HA99160312. Liability Coverage is Primary and Non-Contributory as required by written contract, per endorsement EN0147-1111 & HA99160312. Blanket Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation as required by written contract, per Endorsement EN0147-1111, HA99160312 & WC000313. Excess policy follows General Liability, Auto Liability and Employers Liability form.

Policy Number: EPK-125280

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III — Who Is An Insured** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" cause, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: EPK-125280

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section III — Who Is An Insured** within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number: EPK-125280

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

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) or Organization(s)**

Blanket when specifically required in a written contract with the named insured.

- A. SECTION III — WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability arising out of "your work" for that person or organization performed by you, or by those acting on your behalf.
- B.** As respects additional insureds as defined above, this insurance also applies to "bodily injury" or "property damage" arising out of your negligence when the following written contract requirements are applicable:
1. Coverage available under this coverage part shall apply as primary insurance. Any other insurance available to these additional insureds shall apply as excess and not contribute as primary to the insurance afforded by this endorsement.
  2. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for injury or damage arising out of "your work" performed under a written contract with that person(s) or organization(s).
  3. The term "additional insured" is used separately and not collectively, but the inclusion of more than one "additional insured" shall not increase the limits or coverage provided by this insurance.

This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and . . . . .
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured If Required by Contract**

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."



The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

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

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal Insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this Insurance will be primary to the "employee's" personal Insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

**EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE** does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company)

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

**9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

**15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

**16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

**17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

**18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

**19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.