Attachment D



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, the Agreement term began on May 4, 2010, but authorization to proceed was not provided to the CONTRACTOR until February 2011 due to delays in obtaining approval of Funding Agreement No. A-11927 by all Project Applicants; and

WHEREAS, the Moss Landing Community Plan Update Environmental Impact Report (EIR) has not been completed and additional time is required to account for time expended for approval of Funding Agreement No. A-11927 during the initial term of the Agreement; and

WHEREAS, the parties wish to amend the Agreement to extend the term to May 31, 2012 with no associated dollar amount increase to continue to provide tasks associated with the completion of the Moss Landing Community Plan Update EIR.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:
 - The term of this Agreement is from May 4, 2010 to May 31, 2012, unless sooner terminated pursuant to the terms of this Agreement.
- 2. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions is hereby amended to extend through May 31, 2012, to conform to the amended term of the Agreement.
- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. 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 EMC Planning Group, Inc.
Moss Landing Community Plan Update EIR
RMA – Planning Department
Term: May 4, 2010 – May 31, 2012
Not to Exceed: \$300,000.00

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		CON	TRACTOR*
By: MLMw			EMC Planning Group, Inc.
Director of Planning			Contractor's Business Name
Date: 5/31/11	_	Ву:	775.
1 1	•		(Signature of Chair, President or Vice President)
		Its:	Michael Groves, President/Treasurer (Print Name and Title)
		Date:	5-20-11
		By:	The Wessler Adam
Approved as to Form and Legality Office of the County Counsel			(Signature of Secretary, Asst. Secretally, CFO, Treasurer or Asst. Treasurer)
By: Cyndhy Z- Alason Deputy County Counsel		Its:	Teri Wissler Adam, VP/Secretary (Print Name and Title)
Deputy County Counsel			(Time Ivalie and Title)
Date: 5-31-11		Date:	5-19-11
Approved as to Fiscal Provisions			
By: Auditor/Controller			
Date:			
Approved as to Indemnity and Insurance	Provisio	ns	
By: Risk Management			
Date:			

*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.

Amendment No. 1 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR RMA — Planning Department Term: May 4, 2010 — May 31, 2012

Not to Exceed: \$300,000.00

ACORD	A	C	0	R	D
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2011

1	Carme	^{:R} (831)624-1234 :l Insurance Agency, Ind & San Carlos	FAX (831)624-4605 c.	ONLY AN HOLDER.	D CONFERS NO THIS CERTIFICA	BUED AS A MATTER OF RIGHTS UPON THE CE ATE DOES NOT AMEND AFFORDED BY THE PO	RTIFIC), EXT	CATE END OR
	P.O.	Box 6117		712.21	12 00 12101027	WI ONDED DI THE I O	1	PELCOV.
	Carme	el, CA 93921-6117		INSURERS	AFFORDING CO	VERAGE	N/	AIC#
IN	SURED	E M C Planning Group,	Inc.	INSURER A: A	llied Insura	nce Group		
		301 Lighthouse Avenue,	Suite C	INSURER B:				
:		Monterey, CA 93940		INSURER C:		·	_	
		•		INSURER D:				
				INSURER E:				
\overline{c}	OVER	AGES		11100112112	·/			
	THE PO ANY R MAY P POLICI	OLICIES OF INSURANCE LISTED BE EQUIREMENT, TERM OR CONDITIO ERTAIN, THE INSURANCE AFFORDE IES. AGGREGATE LIMITS SHOWN M	N OF ANY CONTRACT OR OTHER ED BY THE POLICIES DESCRIBED I	DOCUMENT WITH HEREIN IS SUBJEC D CLAIMS.	RESPECT TO WHIC T TO ALL THE TER	CH THIS CERTIFICATE MAY MS, EXCLUSIONS AND COI	BE ISS	UED OR
LT	R ADD'I R INSRI	TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	s	
		GENERAL LIABILITY	ACP7804920791	03/15/2011	03/15/2012	EACH OCCURRENCE	\$	2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
		CLAIMS MADE X OCCUR	1	-		MED EXP (Any one person)	\$	5,000
A						PERSONAL & ADV INJURY	s	2,000,000
			•			GENERAL AGGREGATE	\$	4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$	4,000,000
		X POLICY PRO- LOC				بھ		
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT		-
		X ANY AUTO	ACP7804920791	03/15/2011	03/15/2012	(Ea accident)	\$	1,000,000
		ALL OWNED AUTOS				BODILY INJURY		
		SCHEDULED AUTOS				(Per person)	\$	Í
A		HIRED AUTOS						
		NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		Non divinizations						
						PROPERTY DAMAGE (Per accident)	\$	
_		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		ANY AUTO				OTHER THAN EA ACC	\$	
						AUTO ONLY	\$	
_		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
		OCCUR CLAIMS MADE						
		OCCOR CLAIMS MADE					\$	
							\$	
		DEDUCTIBLE	j		<u> </u>		\$	
_	1,000	RETENTION \$					\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N'			ļ	WC STATU- OTH- TORY LIMITS ER		
	ANY F	PROPRIETOR/PARTNER/EXECUTIVE 77 N	[.			E.L. EACH ACCIDENT	\$	
	(Manc	latory in NH)				E.L. DISEASE - EA EMPLOYEE	\$	
_	spec.	describe under IAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$	
	OTHE	iR						
		l						.
								1
DES	CRIPTIC	on of operations / Locations / VEHICL Twork Performed on Beh	ES / EXCLUSIONS ADDED BY ENDORSEM	ENT / SPECIAL PROVIS	IONS			
		Liab. per Attach. Form						
		07/07 attach. Certifica					12048	2/99.
		Wording Under Policy F						
		of Subrogation under Fo	orm ACUIUIA 03/08. Repl			3/14/11.		
UE.	KIITI	CATE HOLDER		CANCELLAT				
	,	County of Monterey		i		ED POLICIES BE CANCELLED B		
	7	Its agents, officers & (emplovees	DATE THEREOF,	THE ISSUING INSURER	R WILL ENDEAVOR TO MAIL _	<u>10</u> p	AYS WRITTEN
		Contracts/Purchasing De		NOTICE TO THE	CERTIFICATE HOLDER	NAMED TO THE LEFT, BUT FAI	LURE TO	DO SO SHALL
		168 West Alisal Street	par emere	IMPOSE NO OBLI	GATION OR LIABILITY	OF ANY KIND UPON THE INSUR	ER, ITS	AGENTS OR
		Brd Floor		REPRESENTATIV				
		Salinas, CA 93901		AUTHORIZED REP				
	_			Matthew 1 7	++1a CTC/M	DT MOSSELLO	litte	

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

This Certificate of Insurance 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.

· · · · · · · · · · · · · · · · · · ·	2
ACORD CERTIFICATE OF LIA	DILITY INCLIDANCE DATE (MM/DD/YYYY)
ACORD CERTIFICATE OF LIA	MILIT INSURANCE 07/08/2010
PRODUCER (831)624-1234 FAX (831)624-4605 mel Insurance Agency, Inc.	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.
P.O. Box 6117 RECEIVED Carmel, CA 93921-6117	INSURERS AFFORDING COVERAGE NAIC #
INSURED E M C Planning Group, Inc. JUL 09 2010	INSURER A: Employers Compensation
301 Lighthouse Avenue	INSURER B:
Suite C RESOURCE MANAGEMENT AGEN	MISURER C:
Monterey, "CA 93940 PUBLIC WORKS - ADMIN	INSURER D:
	INSURER E:
COVERAGES	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSI ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOC	JRED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING UMENT 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. POLICY EFFECTIVE | POLICY EXPIRATION
DATE (MM/DD/YYYY) | DATE (MM/DD/YYYY) POLICY NUMBER LIMITS TYPE OF INSURANCE EACH OCCURRENCE GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) \$ COMMERCIAL GENERAL LIABILITY MED EXP (Any one person) CLAIMS MADE OCCUR PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$ ANY AUTO ALL OWNED AUTOS **BODILY INJURY** £. (Per person) SCHEDULED AUTOS HIRED AUTOS BODILY INJURY \$ (Per. accident) NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT GARAGE LIABILITY EA ACC \$ ANY AUTO OTHER THAN AUTO ONLY: AGG \$ EACH OCCURRENCE EXCESS / UMBRELLA LIABILITY AGGREGATE \$ OCCUR CLAIMS MADE \$ DEDUCTIBLE \$ RETENTION EIG1154280001 07/10/2010 07/10/2011 WORKERS COMPENSATION X TORY LIMITS AND EMPLOYERS' LIABILITY Y/N 1,000,000 E.L. EACH ACCIDENT \$ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE 1,000,000 \$ (Mandatory in NH)
If yes, describe under
SPECIAL PROVISIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT OTHER DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS All operations as pertains to named insured

CANCELLATION CERTIFICATE HOLDER

Monterey County Public Works Department Dalia Mariscal, Management Analyst II 168 W Alisal St., 2nd Floor Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

AUTHORIZED REPRESENTATIVE

Matthew Little, CIC/MRT

© 1988-2009 ACORD CORPORATION. All rights reserved. ACORD 25 (2009/01) FAX: 755,4958

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

This Certificate of Insurance 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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/05/2011

PRODUCER (831)624-1234 FAX (831) Carmel Insurance Agency, Inc. 7th & San Carlos	624-4605	ONLY AND	O CONFERS NO THIS CERTIFICA	UED AS A MATTER OF RIGHTS UPON THE CE TE DOES NOT AMEND FFORDED BY THE PO	RTIFICATE . EXTEND OR
P.O. Box 6117 Carmel, CA 93921-6117		INSURERS AFFORDING COVERAGE			
INSURED E M C Planning Group, Inc.		INSURER A: La	andmark Amer	ican Insurance Cor	npany
301 Lighthouse Avenue, Suite C		INSURER B:			
Monterey, CA 93940		INSURER C:			
Mondo dy , de la casa		INSURER D:	<u>,,, , , , , , , , , , , , , , , , , , </u>		
		INSURER E:			
COVERAGES					<u>, , , , , , , , , , , , , , , , , , , </u>
THE POLICIES OF INSURANCE LISTED BELOW HAVE B ANY REQUIREMENT, TERM OR CONDITION OF ANY CO MAY PERTAIN, THE INSURANCE AFFORDED BY THE PO POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEI	NTRACT OR OTHER E	DOCUMENT WITH F IEREIN IS SUBJECT CLAIMS,	T TO ALL THE TER	MS, EXCLUSIONS AND CO	BE ISSUED OR 1
INSR ADD'L TYPE OF INSURANCE PO	LICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMIT	s
GENERAL LIABILITY		,		EACH OCCURRENCE	\$
COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
CLAIMS MADE OCCUR				MED EXP (Any one person)	\$
				PERSONAL & ADV INJURY	\$
				GENERAL AGGREGATE	\$
GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
POLICY PRO- LOC					
ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
HIRED AUTOS				BODILY INJURY (Per accident)	\$
NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
					^
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	\$ 8
				EACH OCCURRENCE	\$
EXCESS / UMBRELLA LIABILITY				AGGREGATE	\$
OCCUR CLAIMS MADE				7,001,00	\$
					\$
DEDUCTIBLE				NA	\$
RETENTION \$ WORKERS COMPENSATION				WC STATU- OTH-	
AND EMPLOYERS' LIABILITY V/N				E.L. EACH ACCIDENT	\$
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	
(Mandatory in NH)				E.L. DISEASE - POLICY LIMIT	
Îf yes, describe under SPECIAL PROVISIONS below	1110016126	05/01/2011	05/01/2012	\$1,000,000	
OTHER Environmental	LUKOTOTA	03/01/2011	03/01/2012	\$3,000,000	
A Consultants				\$20,000	
Professional Liability	OUA ADDED OVERIOODO	MENT/COECIAL DEC	WEIONE	\$20,000	, 2TI/
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUS RE: All Work Performed on Behalf of	Certificate Ho	ider	WISIONS		
		O. HOPEL 47	riosi		
CERTIFICATE HOLDER		CANCELLAT			
County of Montoney				BED POLICIES BE CANCELLED	
County of Monterey Its agents, officers & employee	2S	1		R WILL ENDEAVOR TO MAIL	
Contracts/Purchasing Department				R NAMED TO THE LEFT, BUT FA	
168 West Alisal Street		IMPOSE NO OBI	LIGATION OR LIABILIT	Y OF ANY KIND UPON THE INSU	RER, ITS AGENTS OR
3rd Floor		REPRESENTATI			
Salinas, CA 93901		AUTHORIZED RE	PRESENTATIVE	CALLED . M	0
			ittle, CIC/		
ACORD 25 (2009/01)				ORD CORPORATION.	All rights reserved.

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

This Certificate of Insurance 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.

EMC Planning Group, Inc. - Policy Number: ACP7804920791 - 3/15/2011 - 3/15/2012

BUSINESSOWNERS PB 60 03 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MUNICIPALITIES OR PUBLIC AGENCY – INSURED PROVIDING PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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

The municipality and/or public agency designated in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused ,in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your operations, other than the rendering of or the failure to render professional services, advice of instruction, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" that arises out of, in whole or in part, or is a result of, in whole or in part, the active or primary negligence of the municipality and/or public agency designated in the Schedule of this endorsement, whether or not such negligence has been assumed by you in a contract or agreement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Municipality and/or Public Agency:

County of Monterey, its agents, officers and employees.

PB 60 03 04 11

Page 1 of 1

POLICY NUMBER: ACP7804920791 - EMC Planning Group, Inc. 3/15/11 - 3/15/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION:

PRIMARY INSURANCE FOR NAMED INSURED

PRIMARY INSURANCE FOR NAMED INSURED IN THE PREMIER BUSINESSOWNERS COMMON

POLICY CONDITIONS, UNDER CONDITION H. OTHER INSURANCE, THE FOLLOWING IS ADDED:

WITH RESPECT ONLY TO THE PERSONS OR ORGANIZATIONS SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT, WHO HAVE BEEN ADDED BY SEPARATE ENDORSEMENT AS ADDITIONAL INSUREDS, THE INSURANCE AFFORDED TO YOU EMC PLANNING GROUP INC BY THIS POLICY SHALL BE PRIMARY INSURANCE WITH RESPECT TO ANY CLAIM OR SUIT AGAINST YOU ARISING OUT OF YOUR ONGOING OPERATION PERFORMED FOR SUCH PERSONS OR ORGANIZATIONS.

WITH RESPECT TO SUCH PERSONS' OR ORGANIZATIONS' LIABILITY ARISING SOLELY OUT OF YOUR ONGOING OPERATIONS PERFORMED FOR THEM, ANY OTHER INSURANCE MAINTAINED BY SUCH PERSONS OR ORGANIZATIONS WITH RESPECT TO SUCH LIABILITY SHALL BE NON-CONTRIBUTING WITH YOUR INSURANCE UNDER THIS POLICY.

SCHEDULE OF PERSONS OR ORGANIZATIONS:

COUNTY OF MONTEREY ITS AGENTS OFFICERS & EMPLOYEES CONTRACTS/PURCHASING DEPARTMENT
168 W ALISAL ST 3RD FL
SALINAS CA 93901-2487

All terms and conditions of this policy apply unless modified by this endorsement.

EMC Planning Group, Inc. - Policy Number: ACP7804920791 3/15/11 - 3/15/12

BUSINESSOWNERS PB 04 97 07 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

COUNTY OF MONTEREY ITS AGENTS OFFICERS & EMPLOYEES CONTRACTS/PURCHASING DEPARTMENT

168 W ALISAL ST 3RD FL

SALINAS CA 939012487

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© ISO Properties, Inc., 2004

EMC Planning Group, Inc.

Policy #: ACP7804920791

Policy Term: 3/15/11 to 3/15/12

CA 20 48 (02-99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

County of Monterey, its agents, officers and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Environmental Impact Report (EIR) has not been completed for the Moss Landing Community Plan Update; and

WHEREAS, additional time is necessary for completion of tasks that require review, completion and inclusion into the EIR; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2013 with no associated dollar amount increase to continue to provide tasks identified in the Agreement for completion of the EIR.

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

- 1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:
 - The term of this Agreement is from May 4, 2010 to May 31, 2013, unless sooner terminated pursuant to the terms of this Agreement.
- 2. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions is hereby amended to extend through May 31, 2013, to conform to the amended term of the Agreement.
- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR
RMA – Planning Department

Term: May 4, 2010 – May 31, 2013

Not to Exceed: \$300,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY		CONT	ΓRACTOR*
By: Mt ma			EMC Planning Group, Inc.
Director of Planning	, ,		Contractor's Business Name
Date: 6/5/12		By:	(Signature of Chair, President or Vice President)
,		Its:	Michael Groves, President
			(Print Name and Title)
		Date:	May 21, 2012
		Ву:	Terr Wursler Ale
Approved as to Form and Legality Office of the County Counsel			(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Cyrchea L. Slavor		Its:	Teri Wissler Adam, Secretary
By: Openty County Counsel		2001	(Print Name and Title)
Date: 6-5-12		Date:	May 21, 2012
Approved as to Fiscal Provisions		•	
By:			
Auditor/Controller			
Date:	•		
Approved as to Indemnity and Insurance	Provisio	ns	
By: Risk Management			
	•		
Date: *INSTRUCTIONS: IF CONTRACTOR is a corporation, name of the corporation shall be set forth above together partnership, the name of the partnership shall be set forth execute this Agreement on behalf of the partnership. IF CO shall set forth the name of the business, if any, and shall per	with the sign above toge ONTRACTO	natures of t ther with th DR is contra	wo specified officers. If CONTRACTOR is a ne signature of a partner who has authority to acting in an individual capacity, the individual

Amendment No. 2 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR

RMA - Planning Department

Term: May 4, 2010 – May 31, 2013 Not to Exceed: \$300,000.00

JUN 05 2012 K

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/13/2012

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INS	URED	Εľ	M C Planning Group,	Inc.	INSURER A: A	MCO Insuranc	e Company		
1		30	L Lighthouse Avenue,	Suite C		ationwide Mu			
1			nterey, CA 93940		INSURER C:		V-1-1		
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l					INSURER D:		***************************************		
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ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/08/2011

PRODUCER (831)624-1234 FAX (831)624-4605	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO ONLY AND CONFERS NO RIGHTS UPON THE CERTIF	MUALE
Carmel Insurance Agency, Inc.	HOLDER. THIS CERTIFICATE DOES NOT AMEND, EX ALTER THE COVERAGE AFFORDED BY THE POLICIE	JEND OK I
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P.O. Box 6117	INSURERS AFFORDING COVERAGE	NAIC#
Carmel, CA 93921-6117	INSURERA. Republic Indemnity	
INSURED E M C Planning Group, Inc.	INSURER B:	
301 Lighthouse Avenue		
Suite C	INSURER C	
Monterey, CA 93940	INSURER D:	
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301 Lighthouse Avenue, Suite C	REPRESENTATIVES,	
Monterey, CA 93940	AUTHORIZED REPRESENTATIVE Matthew Little: CTC/MRT Williams J. Sitte	
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Salinas, CA 93901

MARKEN A. Sitter

REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

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

This Certificate of Insurance 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.

ADDITIONAL INSURED – MUNICIPALITIES OR PUBLIC AGENCY – INSURED PROVIDING PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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

The municipality and/or public agency designated in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused ,in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your operations, other than the rendering of or the failure to render

professional services, advice of instruction, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" that arises out of, in whole or in part, or is a result of, in whole or in part, the active or primary negligence of the municipality and/or public agency designated in the Schedule of this endorsement, whether or not such negligence has been assumed by you in a contract or agreement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Municipality and/or Public Agency:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING DEPARTMENT
168 W ALISAL ST 3RD FL
SALINAS
CA 939012487



POLICY NUMBER: ACP BPO 7804920791

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION:

PRIMARY INSURANCE FOR NAMED INSURED

PRIMARY INSURANCE FOR NAMED INSURED IN THE PREMIER BUSINESSOWNERS COMMON

POLICY CONDITIONS, UNDER CONDITION H. OTHER INSURANCE, THE FOLLOWING IS ADDED:

WITH RESPECT ONLY TO THE PERSONS OR ORGANIZATIONS SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT, WHO HAVE BEEN ADDED BY SEPARATE ENDORSEMENT AS ADDITIONAL INSUREDS, THE INSURANCE AFFORDED TO YOU EMC PLANNING GROUP INC BY THIS POLICY SHALL BE PRIMARY INSURANCE WITH RESPECT TO ANY CLAIM OR SUIT AGAINST YOU ARISING OUT OF YOUR ONGOING OPERATION PERFORMED FOR SUCH PERSONS OR ORGANIZATIONS.

WITH RESPECT TO SUCH PERSONS' OR ORGANIZATIONS' LIABILITY ARISING SOLELY OUT OF YOUR ONGOING OPERATIONS PERFORMED FOR THEM, ANY OTHER INSURANCE MAINTAINED BY SUCH PERSONS OR ORGANIZATIONS WITH RESPECT TO SUCH LIABILITY SHALL BE NON-CONTRIBUTING WITH YOUR INSURANCE UNDER THIS POLICY.

SCHEDULE OF PERSONS OR ORGANIZATIONS:

COUNTY OF MONTEREY ITS AGENTS OFFICERS & EMPLOYEES CONTRACTS/PURCHASING DEPARTMENT 168 W ALISAL ST 3RD FL SALINAS CA 93901-2487



All terms and conditions of this policy apply unless modified by this endorsement.

PB 25 00 (01-01)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

COUNTY OF MONTEREY ITS AGENTS OFFICERS & EMPLOYEES
CONTRACTS/PURCHASING DEPARTMENT
168 W ALISAL ST 3RD FL
SALINAS CA 939012487



In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

© ISO Properties, Inc., 2004

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

COUNTY OF MONTEREY ITS AGENTS, OFFICERS & EMPLOYEES CONTRACTS/PURCHASING DEPARTMENT

12017

73GM

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, 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 below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), and June 5, 2012 (hereinafter, "Amendment No. 2"); and

WHEREAS, the Environmental Impact Report (EIR) has not been completed for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, additional time is necessary to allow for the CONTRACTOR's analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2014 with no associated dollar amount increase to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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

- 1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:
 - The term of this Agreement is from May 4, 2010 to May 31, 2014, unless sooner terminated pursuant to the terms of this Agreement.
- 2. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions is hereby amended to extend through May 31, 2014, to conform to the amended term of the Agreement.
- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR

RMA – Planning

Term: May 4, 2010 – May 31, 2014

Not to Exceed: \$300,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Professional Services Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY	CONTRACTOR*
By: Nt Muo	EMC Planning Group, Inc.
Director of Planning	Contractor's Business Name
Date: $\frac{5/25/13}{}$	By:
, , , , , , , , , , , , , , , , , , ,	(Signature of Chair, President or Vice President)
	Its: Michael J. Groves, President (Print Name and Title)
	Date: April 23, 2013
	By: Ter Wessley du
Approved as to Form and Legality Office of the County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Mark County County	Its: Teri Wissler Adam, Secretary (Print Name and Title)
Date: May 28, 2013	Date: April 24, 2013
Approved as to Fiscal Provisions	
By: Additor/Controller	
Date: 4/29-17	
Approved as to Indemnity and Insurance Provision	ons
By: Risk Management	
Date:	inited linkillar and many marks about another the Call Name

*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.

Amendment No. 3 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR

RMA – Planning

Term: May 4, 2010 – May 31, 2014

Not to Exceed: \$300,000.00

ACORD CERT	TIFICATE OF LI	ABILITY	INSURA	NCE	ł	ATE (MM/DD/YYYY) 04/09/2013				
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		X ANY AUTO	ACP7824920791	03/15/2013	03/15/2014	(Ea accident)	\$	1,000,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
RE: All Work Performed on Behalf of Certificate Holder. Certificate Holder is Additional Insured under General Liab. per Attach. Form PB6003 4/11. Primary Wording & Waiver of Subro. Incl per PB2500 01/01 & PB0497 07/07 attach. Certificate Holder is Additional Insured under the Auto Liability per CA2048 2/99. Primary Wording Under Policy Form CA0001 03/10; Conditions, Section B. 5. Other Insurance. Waiver of Subrogation under Form ACO101A 03/10. Replaces 3/13/13 to update Auto Form Edition Dates.

CANCELLATION CERTIFICATE HOLDER

County of Monterey Its agents, officers & employees Contracts/Purchasing Department 168 West Alisal Street 3rd Floor Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL $\begin{tabular}{c} 10 \end{tabular}$ Days written NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR

REPRESENTATIVES. **AUTHORIZED REPRESENTATIVE**

Matthew Little, CIC/MRT

Mathewa Sittle © 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/01)

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

This Certificate of Insurance 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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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A	CORD CERT	IFICATE OF LI	ABILITY	INSURA	ANCE	04/30/2013	
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	Salinas, CA 93901		AUTHORIZED REF	PRESENTATIVE	Cause No	· Oine	

ACORD 25 (2009/01)

Matthew Little, CIC/MRT Matheway Sittee
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BUSINESSOWNERS PB 60 03 04 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MUNICIPALITIES OR PUBLIC AGENCY – INSURED PROVIDING PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

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

The municipality and/or public agency designated in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused ,in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with your operations, other than the rendering of or the failure to render professional services, advice of instruction, subject to the following additional exclusion:

This insurance, including any duty we have to defend "suits", does not apply to "bodily injury", "property damage" or "personal and advertising injury" that arises out of, in whole or in part, or is a result of, in whole or in part, the active or primary negligence of the municipality and/or public agency designated in the Schedule of this endorsement, whether or not such negligence has been assumed by you in a contract or agreement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Municipality and/or Public Agency:

County of Monterey, its agents, officers & employees

Page 1 of 1

EMC Planning Group, Inc. - Policy Number: ACP7824920791 - 3/15/13 - 3/15/14

EFFECTIVE DATE: 12:01 AM Standard Time, (at your principal place of business)

BUSINESSOWNERS PB 25 00 (01-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION:

PRIMARY INSURANCE FOR NAMED INSURED

PRIMARY INSURANCE FOR NAMED INSURED IN THE PREMIER BUSINESSOWNERS COMMON

POLICY CONDITIONS, UNDER CONDITION H. OTHER INSURANCE, THE FOLLOWING IS ADDED:

WITH RESPECT ONLY TO THE PERSONS OR ORGANIZATIONS SHOWN IN THE SCHEDULE OF THIS ENDORRSEMENT, WHO HAVE BEEN ADDED BY SEPARATE ENDORSEMENT AS ADDITIONAL INSUREDS, THE INSURANCE AFFORDED TO YOU EMC PLANNING GROUP INC BY THIS POLICY SHALL BE PRIMARY INSURANCE WITH RESPECT TO ANY CLAIM OR SUIT AGAINST YOU ARISING OUT OF YOUR ONGOING OPERATIONS PERFORMED FOR SUCH PERSONS OR ORGANIZATIONS.

WITH RESPECT TO SUCH PERSONS' OR ORGANIZATIONS' LIABILITY ARISING SOLELY OUT OF YOUR ONGOING OPERATIONS PERFORMED FOR THEM, ANY OTHER INSURANCE MAINTAINED BY SUCH PERSONS OR ORGANIZAGIONS WITH RESPECT TO SUCH LIABILITY SHALL BE NON-CONTRIBUTING WITH YOUR INSURANCE UNDER THIS POLICY.

SCHEDULE OF PERSONS OR ORGANIZATIONS:

County of Monterey, its agents, officers & employees

All terms and conditions of this policy apply unless modified by this endorsement

PB 25 00 (01-01)

BUSINESSOWNERS PB 04 97 07 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

County of Monterey, its agents, officers & employees

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2. Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

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BUSINESS AUTO SCHEDULE(S)

NATIONWIDE MUTUAL INSURANCE COMPANY 1100 LOCUST ST DEPT 1100 DES MOINES, IA 50391-2000

- The following schedule(s) is/are a continuation of the declarations.

Number:	ACP	BA	7824920791
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Effective from 03/15/2013 to 03/15/2014

Named Insured: EMC PLANNING GROUP, INC.	Agency Name: CARMEL INSURANCE AGENCY
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SCHEDULE	OF FORMS	AND ENDORSEMENTS	
Form No.	Date	Title	 Premium
AC0060A	(10/01)	SPECIAL PHYSICAL DAMAGE COVERAGE	
AC0101A	(03/10)	BUSINESS AUTO ADVANTAGE ENDORSEMENT	\$ 150.00
AC0102	(03/10)	BUSINESS AUTO EXTENSION ENDORSEMENT	
AC0143	(09/09)	CALIFORNIA CHANGES	
AC0305	(04/00)	CALIFORNIA CHANGES - WAIVER OF COLLISION DEDUCTIBLE	
AC0424	(04/06)	CALIFORNIA AUTO MEDICAL PAYMENT COVERAGE	
AC2154	(09/09)	CALIFORNIA UNINSURED MOTORISTS COVERAGE - BODILY INJURY	
CA0001	(03/10)	BUSINESS AUTO COVERAGE FORM	
CA2048	(02/99)	DESIGNATED INSURED	
CA2384	(01/06)	EXCLUSION OF TERRORISM	
GU207	(06/78)	BLANK ENDORSEMENT FORM	
IL0017	(11/98)	COMMON POLICY CONDITIONS	
IL0021	(07/02)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT	
IL0270	(09/12)	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL	
13614	(11/85)	SPECIAL CONTINUATION PROVISION	

SCHEDULE OF IMPORTANT NOTICES

Form No.	Date	Title
IN0001	(06/05)	CONSUMER COMPLAINTS AND INFORMATION
IN0610	(01/04)	IMPORTANT NOTICE - AUTO BILL OF RIGHTS
IN 5017	(05/93)	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN5088	(04/99)	NOTICE OF INSURANCE INFORMATION PRACTICES (CA)
IN5134	(03/97)	EVIDENCE OF INSUR IS REQUIRED WITH REGISTR RENEWAL (CA)
IN 5223	(03/10)	BUSINESS AUTO ADVANTAGE ENDORSEMENT
IN7165	(03/10)	BUSINESS AUTO EXTENSION ENDORSEMENT

PHSCHED (01-97)

Policy Term: 3/15/13 to 3/15/14

CA 20 48 (02-99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

County of Monterey, its agents, officers & employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An Insured Provision contained in Section II of the Coverage Form.

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BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section \mathbf{V} – Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only

Mobile Equipment Subject To
Compulsory Or
Financial

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".
- 3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - **b.** Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment": or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

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

- That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles. However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
 - Wear and tear, freezing, mechanical or electrical breakdown.
 - Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
- 5. 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:
 - a. Permanently installed in or upon the covered "auto";

- Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- 1. The most we will pay for "ioss" in any one "accident" is the lesser of:
 - The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment: or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "ioss".
- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "ioss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- Return the stolen property, at our expense.
 We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

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

- a. This coverage form;
- b. The covered "auto":
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

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

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, 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.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

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

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto":
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - **4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills: or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or

- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - 1. Damages because of "bodily injury" or "property damage"; or
 - 2. A "covered pollution cost or expense"; to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the - COVERED AUTOS SECTION:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

C. EMPLOYEES AS INSUREDS - NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of the LIABILITY COVERAGE SECTION:

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

D. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Paragraph A.2.a. (2) of the LIABILITY COVERAGE SECTION is revised as follows:

(2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Paragraph A.2.a.(4) of the LIABILITY COVERAGE SECTION is revised as follows:

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

F. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

Paragraph B.5.A. Fellow Employee in the LIABILITY COVERAGE SECTION is replaced as follows;

A. "Bodily injury" to any feliow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

 Paragraph B.6. Care, Custody or Control of the LIABILITY COVERAGE SECTION, does not apply to "property damage" to property, other than your property, up to an amount

- not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
- 2. The following paragraph is added to A.4. Coverage Extensions of the - PHYSICAL DAMAGE COVERAGE SECTION:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1,8,61 or 68 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

I. EXPANDED TOWING COVERAGE

We will pay up to:

- 1. \$100 for a covered "auto" you own of the private passenger type, or
- 2. \$250 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

J. AUTO LOAN OR LEASE COVERAGE

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss":

- 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- 3) Security deposits not refunded by a lessor:
- 4) Costs of extended warranties, Credit Life insurance, Health, Accident. or Disability insurance purchased with the lease; and
- 5) Carry-over balances from previous
- 2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
- 3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

K. RENTAL REIMBURSEMENT COVERAGE

- 1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Sche-
- 4. Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses in-
 - 2. \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy.

L. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of the PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss".

M. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Section A.4. of the – PHYSICAL DAMAGE COVERAGE SECTION:

c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

N. NEW VEHICLE REPLACEMENT COST

The following is added to paragraph C.Limit of Insurance of the PHYSICAL DAMAGE COVERAGE SECTION:

5. The provisions of paragraphs 1 and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 20,000 pounds or less which is a new vehicle.

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

O. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of – BUSINESS AUTO and MOTOR CARRIER CONDITIONS SECTIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 4 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 5, 2012 (hereinafter, "Amendment No. 2"), and May 29, 2013 (hereinafter, "Amendment No. 3"); and

WHEREAS, the Environmental Impact Report (EIR) has not been completed for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, additional time is necessary to allow for the CONTRACTOR's analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2015 with no associated dollar amount increase to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 4.

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

- 1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:
 - The term of this Agreement is from May 4, 2010 to May 31, 2015, unless sooner terminated pursuant to the terms of this Agreement.
- 2. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions is hereby amended to extend through May 31, 2015, to conform to the amended term of the Agreement.
- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 4 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR

RMA – Planning

Term: May 4, 2010 – May 31, 2015

Not to Exceed: \$300,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY	CON	TRACTOR*
By: Art Muso		EMC Planning Group, Inc.
Director of Planning		Contractor's Business Name
Date: 6/2/14	Ву:	13 Jan
	_	(Signature of Chair, President or Vice President)
	· Its:	Michael Groves, President
		(Print Name and Title)
	Date:	May 30, 2014
	By:	Teri Wersler Adam
Approved as to Form and Legality Office of the County Counsel		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By:	Its:	Teri Wissler Adam, Secretary
Deputy County Counsel	<u>.</u>	(Print Name and Title)
Date:	Date:	May 30, 2014
Approved as to Fiscal Provisions	·	
By: Additor/Controller		
Date: 6-2-14		
Approved as to Indemnity and Insurance	Provisions	
By:		
Risk Management		
Date: *INSTRUCTIONS: IF CONTRACTOR is a corporation,	, including limited liabi	lity and non-profit corporations, the full legal

*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.

Amendment No. 4 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR RMA – Planning

Term: May 4, 2010 – May 31, 2015

Not to Exceed: \$300,000.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY		CONT	TRACTOR*
By: Mt Mw?		·	EMC Planning Group, Inc. Contractor's Business Name
Director of Planning			Contractor's Business Name
Date:		By:	(Signature of Chair, President or Vice President)
(((Signature of Chair, President of Vice President)
		Its:	Michael Groves, President (Print Name and Title)
			(I THE PARIO and Theo)
		Date:	May 30, 2014
	٠.	By:	Teri Wessler Adam
Approved as to Form and Legality		•	(Signature of Secretary, Asst. Sécretary, CFO, Treasurer or Asst. Treasurer)
Office of the County Counsel	-,		
By: Min		Its:	Teri Wissler Adam, Secretary
Chilar Deputy County Counsel			(Print Name and Title)
Date: 6/2/14	ч	Date:	May 30, 2014
Approved as to Fiscal Provisions			
By:			
Auditor/Controller			
Date:			
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Approved as to Indemnity and Insurance	Provisio	ns	
By:			•
Risk Management	•		•
Date:			

*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.

Amendment No. 4 to Professional Services Agreement
EMC Planning Group, Inc.
Moss Landing Community Plan Update EIR
RMA—Planning
Term: May 4, 2010—May 31, 2015
Not to Exceed: \$300,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2014

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

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

certificate holder in lieu of such endo	rseme	ent(s).						
PRODUCER						e Thanos,			
Carmel Insurance Agency					PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605				
San Carlos 2 NW of 8th	PHONE (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL E-MAIL Com ADDRESS: moniquet@carmelinsurance.com								
P.O. Box 6117	INSURER(S) AFFORDING COVERAGE NAIC #								
Carmel CA 93	3921	-61	.17	INSURER A :Colony Insurance Company					
INSURED				INSURER B Nationwide Mutual					
EMC Planning Group, Inc.				INSURER C:					
301 Lighthouse Avenue				INSURE					
Suite C				INSUR					
Monterey CA 93	3940)		INSUR					
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Its agents, officers & employees Contracts/Purchasing Department			AUTHORIZED REPRESENTATIVE						

ACORD 25 (2010/05)

INS025 (201005) 01

3rd Floor

168 West Alisal Street

Salinas, CA 93901

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations:
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if no	ot shown above, will be shown in the Declarations.

- A. Section III Who Is An Insured within the Common Policy 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" caused, 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.

B. 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s): Where Required By Written Contract

SECTION III - WHO IS AN INSURED within the Common Policy Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely as respects "claims" caused in whole or in part, by "your work" for that insured by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EV200-1012

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART ERRORS AND OMISSIONS LIABILITY COVERAGE PART THIRD PARTY POLLUTION LIABILITY COVERAGE PART CLEANUP COSTS - YOUR LOCATION COVERAGE PART

SCHEDULE

Name Of Person(s) or Organization(s):
Where Required By Written Contract
nformation required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION VI - COMMON CONDITIONS, 17. Transfer Of Rights Of Recovery Against Others To Us within the Common Policy Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, 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 "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Policy #: ACP7834920791 Policy Term: 3/15/14 to 3/15/15

CA 20 48 (02-99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

County of Monterey, its agents, officers & employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ – Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

Mobile Equipment Subject To
Compulsory Or
Financial
Responsibility
Or Other Motor
Vehicle Insurance Law Only

Mobile Equipment Subject To
Compulsory Or
Financial

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - **b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- 2. "Mobile equipment" while being carried or towed by a covered "auto".
- Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who is An insured

The following are "insureds":

- a. You for any covered "auto".
- **b.** Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- **b.** That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

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

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardiess of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood:
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage:
- b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles. However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - **b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
- 5. 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:
 - a. Permanently installed in or upon the covered "auto":

- Removable from a housing unit which is permanently installed in or upon the covered "auto";
- **c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or
- **d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
 - The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "ioss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- a. There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

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

- a. This coverage form;
- b. The covered "auto":
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

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

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, 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.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

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

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
 - A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
 - Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto":
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto": and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - **4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;
 - 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills: or
 - **b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - **b.** Cherry pickers and similar devices used to raise or lower workers; or

- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - **1.** Damages because of "bodily injury" or "property damage"; or
 - **2.** A "covered pollution cost or expense"; to which this insurance applies, are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the - COVERED AUTOS SECTION:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of the LIABILITY COVERAGE SECTION:

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

D. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Paragraph A.2.a. (2) of the LIABILITY COVERAGE SECTION is revised as follows:

(2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Paragraph A.2.a.(4) of the LIABILITY COVERAGE SECTION is revised as follows:

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

F. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

Paragraph B.5.A. Fellow Employee in the LIABILITY COVERAGE SECTION is replaced as follows:

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

 Paragraph B.6. Care, Custody or Control of the LIABILITY COVERAGE SECTION, does not apply to "property damage" to property, other than your property, up to an amount

- not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
- The following paragraph is added to A.4.
 Coverage Extensions of the PHYSICAL DAMAGE COVERAGE SECTION:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1,8,61 or 68 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

I. EXPANDED TOWING COVERAGE

We will pay up to:

- 1. \$100 for a covered "auto" you own of the private passenger type, or
- 2. \$250 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

J. AUTO LOAN OR LEASE COVERAGE

- In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of this policy; and
 - b. Any
 - Overdue lease/loan payments at the time of the "loss";

- 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- 3) Security deposits not refunded by a lessor:
- 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
- 5) Carry-over balances from previous leases.
- 2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
- 3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

K. RENTAL REIMBURSEMENT COVERAGE

- This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
- 4. Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses incurred.
 - 2. \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy.

L. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of the PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss".

M. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Section A.4. of the – PHYSICAL DAMAGE COVERAGE SECTION:

c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you.
 We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

N. NEW VEHICLE REPLACEMENT COST

The following is added to paragraph C.Limit of Insurance of the PHYSICAL DAMAGE COVERAGE SECTION:

5. The provisions of paragraphs 1.and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 20,000 pounds or less which is a new vehicle.

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased:
- b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

O. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph 5. Transfer
Of Rights Of Recovery Against Others To Us of

BUSINESS AUTO and MOTOR CARRIER
CONDITIONS SECTIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 5 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 5, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, the Environmental Impact Report (EIR) has not been completed for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

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

- 1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:
 - The term of this Agreement is from May 4, 2010 to May 31, 2017, unless sooner terminated pursuant to the terms of this Agreement.
- 2. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions is hereby amended to extend through May 31, 2017, to conform to the amended term of the Agreement.
- 3. All other terms and conditions of the Agreement remain unchanged and in full force.
- 4. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 5. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

Page 1 of 2

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY	CONTRACTOR*
By: Mr.	EMC Planning Group, Inc.
Director of Planning	Contractor's Business Name
Date: 5/26/15	By: (Signature of Chair, President or Vice President)
	Its: Michael J. Groves, President (Print Name and Title)
	Date: April 20, 2015
Approved as to Form and Legality	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Deputy County Counsel	Its: Teri Wissler Adam, Secretary (Print Name and Title)
Date: May 26, 2015	Date: April 20, 2015
Approved as to Fiscal Provisions	
By: Additor Controller	
Date: 4-21-17	
Approved as to Indemnity and Insurance Provision	ons
By: Risk Management	
Date: *INSTRUCTIONS: IF CONTRACTOR is a corporation, including	limited liability and non-profit corporations, the full legal

*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.

Page 2 of 2



CERTIFICATE OF LIABILITY INSU

DATE (MM/DD/YYYY) 4/30/2015

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

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

PRODUCER		CONTACT Monique Thanos, CIC					
Carmel Insurance Ag	gency	PHONE [AIG. No. Ext): (831) 624-1234 [AIG. No.; (831) 624-4605					
San Carlos 2 NW of	rlos 2 NW of 8th EMAIL ADDRESS: moniquet@carmelinsurance.com						
P.O. Box 6117		INSURER(S) AFFORDING COVERAGE	NAIC#				
Carmel	CA 93921-6117	INSURER A: Colony Insurance Company					
INSURED		INSURER 8: Nationwide Mutual	_				
EMC Planning Group,	, Inc.	INSURER C:					
301 Lighthouse Aver	nue	INSURER D:					
Suite C		INSURER E :					
Monterey	CA 93940	INSURER F:					
COVERAGES	CERTIFICATE NUMBER:GL - Prof	- Auto REVISION NUMBER:					

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

	KCLUSIONS AND CONDITIONS OF SUCH	POLK	CIES.	LIMITS SHOWN MAY HAVE BEEN			•		.,
INSR LTR	TYPE OF INSURANCE	addi. Insr	SDBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS	3	
	GENERAL LIABILITY		_					\$	1,000,000
l	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
A	CLAIMS-MADE X OCCUR			EPK302184	5/1/2015	5/1/2016	MED EXP (Any one person)	\$	5,000
	X Aggregate Limits Include						PERSONAL & ADV INJURY	\$	1,000,000
ļ	Errors & Omissions		}				GENERAL AGGREGATE	\$	3,000,000
ì	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	3,000,000
	X POLICY PRO- JECT LOC							\$	10,000
	AUTOMOBILE LIABILITY			·			COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO			ACF3047177663	5/1/2015	5/1/2016	BODILY INJURY (Per person)	\$	
_	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
ì	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	
<u></u>	If yes, describe under DESCRIPTION OF OPERATIONS below				ļ		E.L. DISEASE - POLICY LIMIT	\$	
A	Errors & Omissions			EPK302184	5/1/2015	5/1/2016	EACH CLAIM LIMIT		1,000,000
	Retroactive Date 8/22/02					}	DEDUCTIBLE EACH CLAIM		10,000
-			<u></u>	ļ. 	1	1			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All Work Performed on Behalf of Certificate Holder. Certificate Holder is Additional Insured under General Liability per attached Endorsement EV242-0312. Primary Wording & Waiver of Subrogation per attached endorsements EV200-1012 & EV152-0609. Certificate Holder is Additional Insured under the Auto Liability per CA2048 2/99. Primary Wording Under Policy Form CA0001 03/10; Conditions, Section B. 5. Other Insurance. Waiver of Subrogation under Form AC0101A 03/10.

OLIVIO 1010 E 110 ESEIX	OF ILEGELET THE I
County of Monterey Its agents, officers & employees	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Contracts/Purchasing Department	AUTHORIZED REPRESENTATIVE
168 West Alisal Street	
3rd Floor	
Salinas CA 93901	M Little, CIC/MRT

CANCELLATION

ACORD 25 (2010/05)

Salinas, CA 93901

CERTIFICATE HOLDER



CERTIFICATE OF LIABILITY INSURANCE

PATE (MM/DD/YYYY) 7/3/2014

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

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

certificate holder in lieu of such endorsement(s).	nuorsement. A Sta	tement on th	us certificate does not confer	rights to the
PRODUCER		CONTACT Monique	Thanos,	CIC	
Carmel Insurance Agency		PHONE (831)	624-1234	FAX (A/C, No); (831)	624~4605
San Carlos 2 NW of 8th		E-MAIL ADDRESS: monique	et@carmel	insurance.com	
P.O. Box 6117				RDING COVERAGE	NAIC#
Carmel CA 93921-61	.17	INSURER A Repub			0025
INSURED		INSURER B :			
EMC Planning Group, Inc.		INSURER C:			
301 Lighthouse Avenue		INSURER D :	***************************************		
Suite C	•	INSURER E :			
Monterey CA 93940		INSURER F:			
COVERAGES CERTIFICATE	NUMBER:WC			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSUI INDICATED. NOTWITHSTANDING ANY REQUIREME CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. INST!	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT TO ALL	MARCH THIS
LTR TYPE OF INSURANCE INSR WVD		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM)TS	
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AUTOMOBILE LIABILITY ANY AUTO ALL OWNED SCHEDULED AUTOS NON-OWNED AUTOS AUTOS			·	(Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE . \$ (Per accident) \$	
UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	·			EACH OCCURRENCE \$ AGGREGATE \$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	18205504	7/10/2014	7/10/2015	X WC STATU- OTH- TORY LIMITS ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	1,000,000 1,000,000 1,000,000
			-		·
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach RE: All Work Performed on Behalf of			s required)		-
CERTIFICATE HOLDER		CANCELLATION	- · · · · · · · · · · · · · · · · · · ·		
County of Monterey		SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	DATE THE	escribed policies be cancel Reof, notice will be de Y provisions.	LED BEFORE LIVERED IN
Its agents, officers & emplo Contracts/Purchasing Departs		AUTHORIZED REPRESE	NTATIVE		
168 West Alisal Street					

ACORD 25 (2010/05)

こうしゅうしゅうしゅう

3rd Floor

Salinas, CA

CIC/MRT

93901

M Little,

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED – OWNERS, LESSES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s): Where Required By Written Contract

SECTION III – WHO IS AN INSURED within the Common Policy Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely as respects "claims" caused in whole or in part, by "your work" for that insured by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EV200-1012 Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

AMENDED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART ERRORS AND OMISSIONS LIABILITY COVERAGE PART THIRD PARTY POLLUTION LIABILITY COVERAGE PART CLEANUP COSTS - YOUR LOCATION COVERAGE PART

SCHEDULE

Name Of Person(s) or Organization(s): Where Required By Written Contract Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION VI – COMMON CONDITIONS, 17. Transfer Of Rights Of Recovery Against Others To Us within the Common Policy Provisions is amended by the addition of the following:

Solely as respects the person(s) or organization(s) indicated in the Schedule shown above, 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 "damages" arising out of your ongoing operations or "your work" performed under a written contract with that person(s) or organization(s) and included in the "products-completed operations hazard".

However, this waiver shall not apply to "damages" resulting from the sole negligence of the person(s) or organization(s) indicated in the Schedule shown above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EMC Planning Group, Inc.

Policy #: ACP3047177663

Policy Term: 5/01/15 to 5/01/16

CA 20 48 (02-89)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who is An insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

The County of Monterey, its agents, officers & employees.

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is An insured Provision contained in Section II of the Coverage Form.

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CA 20 48 (02-99)

BUSINESS AUTO COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section \mathbf{V} – Definitions.

SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol		Description Of Covered Auto Designation Symbols						
1	Any "Auto"							
2	Owned "Autos" Only those "autos" you own (and for Liability Coverage any "trailers" you own). This includes those "autos" you a ownership of after the policy begins.							
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.						
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.						
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.						
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.						
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).						
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.						
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.						

Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

- If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
- 2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

- "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
- "Mobile equipment" while being carried or towed by a covered "auto".
- Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who is An insured

The following are "insureds":

- a. You for any covered "auto".
- Anyone else while using with your permission a covered "auto" you own, hire or borrow except;
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as nofault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the coverage form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business: or
- **b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- Work or operations performed by you or on your behalf; and
- **b.** Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

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

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

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

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

 We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derallment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles. However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

 We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
- 3. We will not pay for "loss" due and confined to:
 - Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to fires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto"

- 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speedmeasurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.
- 5. 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:
 - a. Permanently installed in or upon the covered "auto";

- Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
- We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
 - The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - **b.** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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;
 - Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "ioss".
- 4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this coverage form until:

- There has been full compliance with all the terms of this coverage form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

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

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

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

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- **b.** Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, 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

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

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

SECTION V - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means:

- A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto":
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - Bulidozers, farm machinery, forklifts and other vehicles designed for use principally off public roads:
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or

- 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - **b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- M. "Property damage" means damage to or ioss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 - Damages because of "bodily injury" or "property damage"; or
 - A "covered pollution cost or expense";to which this insurance applies, are alleged."Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL AUTO AC 01 01A 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ADVANTAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of the - COVERED AUTOS SECTION:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

C. EMPLOYEES AS INSUREDS - NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of the LIABILITY COVERAGE SECTION:

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

D. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Paragraph A.2.a. (2) of the LIABILITY COVERAGE SECTION is revised as follows:

(2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Paragraph A.2.a.(4) of the LIABILITY COVERAGE SECTION is revised as follows:

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

F. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

Paragraph B.5.A. Fellow Employee in the LIABILITY COVERAGE SECTION is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

 Paragraph B.6. Care, Custody or Control of the LIABILITY COVERAGE SECTION, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

- The following paragraph is added to A.4. Coverage Extensions of the – PHYSICAL DAMAGE COVERAGE SECTION:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1,8,61 or 68 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

I. EXPANDED TOWING COVERAGE

We will pay up to:

- 1. \$100 for a covered "auto" you own of the private passenger type, or
- 2. \$250 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

J. AUTO LOAN OR LEASE COVERAGE

- In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of this policy; and
 - b. Any:
 - Overdue lease/loan payments at the time of the "loss";

- Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- Security deposits not refunded by a lessor:
- Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
- 5) Carry-over balances from previous leases.
- This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
- 3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

K. RENTAL REIMBURSEMENT COVERAGE

- This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
- 4. Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses incurred.
 - 2. \$75 for any one day or for a maximum of 30 days.
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- 7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy.

L. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of the PHYSICAL DAMAGE COVERAGE SECTION is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss".

M. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Section A.4. of the – PHYSICAL DAMAGE COVERAGE SECTION:

c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

N. NEW VEHICLE REPLACEMENT COST

The following is added to paragraph C.Limit of Insurance of the PHYSICAL DAMAGE COVERAGE SECTION:

 The provisions of paragraphs 1.and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight of 20,000 pounds or less which is a new vehicle.

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

O. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of – BUSINESS AUTO and MOTOR CARRIER CONDITIONS SECTIONS:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.



Monterey County

Board Order

168 West Allsal Street, 1st Floor Salinas, CA 93901 831.755.5066

Agreement No.: A-11914 & A-11927

Upon motion of Supervisor Armenta, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 6 to Professional Services Agreement No. A-11914 with EMC Planning Group, Inc. (EMC) where the Base budget is increased by \$69,448 to \$324,434 and the Contingency budget is unchanged at \$45,014, for a total amount not to exceed \$369,448 to complete a County-funded Corridor Traffic Study and revise the impact analysis contained in the Environmental Impact Report (EIR) for the Moss Landing Community Plan Update EIR (PD080541) in Moss Landing, for a term through May 31, 2017;
- b. Approved Amendment No. 6 to Funding Agreement No. A-11927 with various Project Applicants where the Project Applicants' portion of the Base budget, Contingency budget and Deposits for County Staff services is unchanged at a total amount not to exceed \$334,467, and the County's portion of the Base budget is increased by \$69,448 to \$139,121, for a total overall budget not to exceed amount of \$473,588 to allow funding by Monterey County for costs incurred by EMC to complete a County-funded Corridor Traffic Study and revise the impact analysis contained in the EIR for the Moss Landing Community Plan Update EIR (PD080541) in Moss Landing, for a term through May 31, 2017; and
- c. Authorized the Director of Planning to execute Amendment No. 6 to Professional Services Agreement No. A-11914, Amendment No. 6 to Funding Agreement No. A-11927 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

(REF150043/EMC Planning Group, Inc. - PD080541/Environmental Impact Report (EIR) for the Moss Landing Community Plan Update, in Moss Landing)

PASSED AND ADOPTED on this 21st day of July 2015, by the following vote, to wit:

AYES:

Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None ABSENT: None

I, Gail T. Borkowski, 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 78 for the meeting on July 21, 2015.

Dated: July 29, 2015 File ID: A 15-250

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Denise Hancock

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 6 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 5, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), June 2, 2014 (hereinafter, "Amendment No. 4"), and May 26, 2015 (hereinafter, "Amendment No. 5"); and

WHEREAS, the Environmental Impact Report (EIR) has not been completed for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County has identified a need to complete a County-funded Corridor Traffic Study in the Moss Landing Area to better understand options for implementation of the Moss Landing Community Plan Update; and

WHEREAS, County has identified a need to revise the impact analysis to be contained in the EIR to account for a revised project description; and

WHEREAS, due to the CONTRACTOR's detailed knowledge and work history with the PROJECT and as a cost savings measure, County will further engage CONTRACTOR to complete the Corridor Traffic Study as well as the revised impact analysis for the Moss Landing Project; and

WHEREAS, data collected by the CONTRACTOR for the completion of the Corridor Traffic Study may, as time allows, be incorporated into the Final EIR for the PROJECT; and

WHEREAS, the Corridor Traffic Study and the revised impact analysis for the Draft EIR will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$69,448.00 to complete the Corridor Traffic Study and revise the impact analysis for the Draft EIR for completion of the PROJECT as identified in the Agreement and as amended by this Amendment No. 6.

Page 1 of 3

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-1** in conformity with the terms of this Agreement.

2. 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 \$369,448.00.

- 3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
- 4. All other terms and conditions of the Agreement remain unchanged and in full force.
- 5. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 6. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CONT	TRACTOR*
By: Mt Mur.		EMC Planning Group, Inc.
Director of Planning		Contractor's Business Name
Date: $\frac{2/31/15}{}$	Ву:	(Signature of Chair, President or Vice President)
	Its:	Teri Wissler Adam, Vice President (Print Name and Title)
	Date:	June 9, 2015
Approved as to Form and Legality	Ву:	(Signature of Secretary, Asst. Secretary, CFO,
Office of the County Counsel		Treasurer or Asst. Treasurer)
By: Deputy County Counsel	Its:	Teri Wissler Adam, Secretary (Print Name and Title)
Date: $6 - 30 - 15$	Date:	June 9, 2015
Approved as to Fiscal Provisions	·	•
By: Son Holly Crief Dany Auditor/Controller		
Date: 4/16/15		
Approved as to Indemnity and Insurance Provision	ons	
Desi		
By: Risk Management		
Date: *INSTRUCTIONS: IF CONTRACTOR is a corporation, including	limited tish	uility and non-profit corporations, the full legal

*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.

Page 3 of 3

To Agreement by and between County of Monterey, Resource Management Agency – Planning, hereinafter referred to as "County"

and

EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR will provide a Corridor Traffic Study and a revised impact analysis for the Moss Landing Community Plan Update Environmental Impact Report (EIR) to reflect changes in build-out capacity of the Community Plan.

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Weekend Traffic Counts:

Conduct one (1) day of weekend peak period traffic counts (11:00 a.m. to 3:00 p.m.) to support possible analysis of weekend traffic in Moss Landing. Advise whether an analysis of weekend traffic is justified for the Moss Landing Community Plan Update EIR.

Cost: \$2,500

Weekend Traffic Analysis (Optional Task):

After weekend traffic counts are concluded, a need to analyze weekend traffic for the Moss Landing Community Plan Update EIR may be required. Once a determination of the need for the analysis is made, CONTRACTOR shall prepare the analysis of weekend traffic to be included in the Moss Landing Community Plan Update EIR being prepared to support the adoption of the Moss Landing Community Plan.

Optional services described above shall not be provided unless authorized in writing by the County's Project Planner prior to optional services being provided.

Cost: \$4,500°

Traffic Report:

Prepare a Corridor Traffic Study for the portion of State Route 1 from Jetty Road to just south of Potrero Road, and update the traffic impact analysis related to the Community Plan build-out, and to separate out Phase III projects from the Existing Plus Monterey Bay Aquarium Research Institute (MBARI) scenario.

Cost: \$50,000

Noise Report:

Review of revised traffic report, re-calculation of traffic noise exposures, and revision of report.

Cost: \$1,000

Water Supply:

Review the County's revised water use numbers and update the prior work product as a water supply evaluation.

Cost: \$2,760

CalEEMod Air Quality and Greenhouse Gas Emission Modeling:

Update CalEEMod computer modeling. New Community Plan development assumptions will be entered in the CalEEMod air and greenhouse gas emissions modeling program and provide new emission data generated as a .pdf file for County use. The MBARI model run will be revised to remove Phase III components, consistent with the traffic report. This work will be conducted by CONTRACTOR.

Cost: \$2,500

Sub-Consultant Overhead:

A five percent (5%) sub-consultant overhead will be charged to administer contracts, coordinate work, review work products, and for communication with sub-consultants.

Cost: \$2,688

Excess Administrative Costs through May 31, 2017:

Additional administrative costs will be accrued and are expected to be incurred through May 31, 2017 in accordance with the Agreement.

Cost: \$3,500

A.2 CONTRACTOR shall produce the following deliverables as indicated below:

Report Preparation:

For all tasks involving revised reports or data, CONTRACTOR will provide the revised reports and/or data outputs in electronic format (.pdf and/or Microsoft Word) to the County to allow the County to make revision to the proof Draft EIR. All information will be forwarded to the following individual:

Martin Carver, AICP
Management Specialist
County of Monterey, Resource Management Agency – Planning
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Email: carverm@co.monterey.ca.us

Telephone: (831) 796-6049

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$69,448 for the performance of <u>all things</u> necessary for or incidental to the performance of work as set forth in Exhibit A-1, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the following costs:

Cost					
Task	Task Total				
Weekend Traffic Counts	\$ 2,500				
Weekend Traffic Analysis (Optional)	\$ 4,500				
Traffic Report	\$ 50,000				
Noise Report	\$ 1,000				
Water Supply	\$ 2,760				
CalEEMod Air Quality and Greenhouse Gas Emission Modeling	\$ 2,500				
Sub-Consultant Overhead	\$ 2,688				
Excess Administrative Costs	\$ 3,500				
Grand Total:	\$ 69,448				

There shall be no travel reimbursement allowed during this Agreement.

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

Invoices for work products / deliverables under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

~#	¥	J*4
1.	invoice	Coversheet

Original Agreemen Original Agreemen contingency)	! Term;		
		May 4, 2010 to May 31, 2011 \$ 300,000.00 (\$254,986.00 base budget plus \$45,014.0	00 project
Amendment No. 1:		Term Extension to May 31, 2012	
Amendment No. 2:		Term Extension to May 31, 2013	
Amendment No. 3:		Term Extension to May 31, 2014	
Amendment No. 4:		Term Extension to May 31, 2015	
Amendment No. 5:		Term Extension to May 31, 2017	
This Invoice: \$	2,500.00	Weekend Traffic Counts	
\$	4,500.00	Weekend Traffic Analysis (Optional)	
\$	50,000.00	Traffic Report	
\$	1,000.00	Noise Report	
	2,760.00	Water Supply	
\$	2,500.00	CalEEMod Air Quality and Greenhouse Gas Emission Modeling	
\$	2,688.00	Sub-Consultant Overhead	
\$	3,500.00	Excess Administrative Costs	
Total:			\$69,448.
emaining Balance	\$	The state of the s	

All Invoices Are To Be Sent To:
Diana Lemos, Account Clerk
County of Monterey Resource Management Agency - Planning
168 West Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-5220

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/24/2015

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

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

PRODUCER Aon Risk Services Northeast, Inc.	CONTACT NAME:	
New York NY Office	PHONE (A/C, No. Ext): (866) 283-7122 FAX (A/C, No.); (800)	363-0105
199 Water Street New York NY 10038-3551 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	INSURER A: Great Northern Insurance Co.	20303
ICF Jones & Stokes, Inc.	INSURER B: Federal Insurance Company	20281
9300 Lee Highway Fairfax VA 22031-1207 USA	INSURERC: Pacific Indemnity Co	20346
	INSURER D: AXIS Surplus Insurance Company	26620
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570058354087

REVISION NUMBER:

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

Limits shown are as requeste

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)		own are as requested
A	х	COMMERCIAL GENERAL LIABILITY	INSD	WVD	3581-24-09	06/25/2015	(MM/DD/YYYY)	LIMITS	
		_			Package - Domestic	00/23/2013	07/01/2010	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR			T and go gomes are			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<u> </u>	Contractual Liability						MED EXP (Any one person)	\$10,000
			1					PERSONAL & ADV INJURY	\$1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	Х	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
Α	AUT	OMOBILE LIABILITY			7352-29-55	06/25/2015	07/01/2016	COMBINED SINGLE LIMIT	\$1,000,000
					Automobile - All States			(Ea accident)	\$1,000,000
	X							BODILY INJURY (Per person)	
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X	HIRED AUTOS X NON-OWNED AUTOS				ļ		PROPERTY DAMAGE (Per accident)	
В	х	UMBRELLA LIAB X OGCUR			9363-00-18	06/25/2015	07/01/2016	EACH OCCURRENCE	\$5,000,000
		EXCESS LIAB CLAIMS-MADE	l		Umbrella Liability			AGGREGATE	\$5,000,000
		DED RETENTION	1						
С		DRKERS COMPENSATION AND IPLOYERS' LIABILITY Y / N			7175-43-37 Workers Comp	06/25/2015	06/25/2016	X PER STATUTE OTH-	
		Y PROPRIETOR / PARTNER / EXECUTIVE N	NIA		Hor Ker's Comp	1		E.L. EACH ACCIDENT	\$1,000,000
	(M	andatory in NH)						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
		es, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&	W-MPL-Primary			EBZ768043/01/2015 Errors & Omissions	06/25/2015	07/01/2016	Prof Liab Agg - All Overall policy aggr	\$3,000,000 \$3,000,000
							<u> </u>		

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

- 1 Professional Liability is a Claims Made policy. There is no Additional Insured status on the Professional Liability coverage.
- 2 County of Monterey, its officers, agents and employees are included as Additional Insureds as their interest may appear with respect to liability arising out of the work performed by or on behalf of the Named Insured.
- 3 Subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Son Rish Services Northeast Inc.

County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901 USA

AGENCY CUSTOMER ID: 570000024256

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

	·		Page _ or .
AGENCY		NAMED INSURED	
Aon Risk Services Northeast, Inc.		ICF Jones & Stokes, Inc.	
POLICY NUMBER	·····	7	
See Certificate Number: 570058354087			
CARRIER	NAIC CODE		
See Certificate Number: 570058354087		EFFECTIVE DATE:	
ADDITIONAL REMARKS	- 1.50	····	
THE ADDITIONAL DEMARKS FORM IS A SCHEDIN	E TO ACODO E	ND14	

See Certificate Number: 570058354087	EFFECTIVE DATE:		
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,			
FORM NUMBER: ACORD 25 FORM TITLE: Certificate	of Liability Insurance		
Additional Description of Operations / Locations / Vehicles: respects work being done by Jones & Stokes As.	Sociates Inc. for the County of Montarov		
to be a series of the series o	socrates inc. for the country of Monterey.		
	·		
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Liability Insurance

Endorsement

Policy Period

JUNE 25, 2015 TO JULY 1, 2016

Effective Date

JUNE 25, 2015

Policy Number

3581-24-09 EUC

Insured

ICF INTERNATIONAL INC. ICF JONES & STOKES, INC.

Name of Company

GREAT NORTHERN INSURANCE COMPANY

Date Issued

JUNE 25, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured -Scheduled Person Or Organization Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a
 contract or agreement. This limitation does not apply to the liability for damages, loss, cost or
 expense for injury or damage, to which this insurance applies, that the person or organization
 would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

County of Monterey, its agents, officers and employees

Authorized Representative



DESIGNATED INSURE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/25/15	Countersigned By:
Named Insured: ICF International, Inc.	James mc E all
ICF Jones & Stokes, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

"ANY PERSON OR ORGANIZATION AS REQUIRED BY INSURED CONTRACT".

The County Monterey, its officers, agents and employees.

Such insurance as is afforded by this insurance is primary and no other insurance of the Additional Insured will be called upon to contribute to a loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 7 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (hereinafter, "Project") through May 31, 2011 for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 5, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through May 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 29, 2013 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 2, 2014 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through May 31, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 26, 2015 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through May 31, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$69,448 which resulted in a total not to exceed amount of \$369,448 with no extension to the term; and

WHEREAS, the EIR has not been completed for the Project; and

WHEREAS, County has identified a need to complete a County-funded Corridor Traffic Study in the Moss Landing Area to better understand options for any needed infrastructure improvements to incorporate into the Project Description; and

Page 1 of 3

WHEREAS, County has identified a need to revise the impact analysis to be contained in the EIR to account for a revised Project Description; and

WHEREAS, due to the CONTRACTOR's detailed knowledge and work history with the Project and as a cost savings measure, County will further engage CONTRACTOR to complete the Corridor Traffic Study as well as the revised impact analysis for the Project; and

WHEREAS, data collected by the CONTRACTOR for the completion of the Corridor Traffic Study may be incorporated into the Draft EIR for the Project; and

WHEREAS, the Corridor Traffic Study and the revised impact analysis for the Draft EIR will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to May 31, 2018 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

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

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

The term of this Agreement is from May 4, 2010 to May 31, 2018, unless sooner terminated pursuant to the terms of this Agreement.

- 2. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions is hereby amended to extend through May 31, 2018, to conform to the amended term of the Agreement.
- 3. Amend the contact information of Paragraph A.2, of Exhibit A-1, Scope of Services/Payment Provisions", of the Agreement, under "Report Preparation" to read as follows:

Mike Novo, AICP

Management Specialist

County of Monterey, Resource Management Agency – Land Use and Community Development 168 West Alisal Street, 2^{nd} Floor

Salinas, CA 93901

Email: novom@co.monterey.ca.us

Telephone: (831) 755-5176

- 4. All other terms and conditions of the Agreement remain unchanged and in full force.
- 5. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

COUNTY OF MONTEREY	CONT	'RACTOR*
By: (M H)M		EMC Planning Group, Inc.
RMA Director and Chief of Planning		Contractor's Business Name
Date: 23 MAY 2017	Ву:	(Signature of Chair, President or Vice President)
	Its:	Teri Wissler Adam, Vice President (Print Name and Title)
	Date:	April 10, 2017
Approved as to Form and Legality	Ву:	(Signature of Secretary, Asst. Secretary, CFO,
Office of the County Counsel		Treasurer or Asst. Treasurer)
By: M	Its:	Teri Wissler Adam, Secretary
Bhian P. Briggs Deputy County Counsel		(Print Name and Title)
Date: 5-18-17	Date:	April 10, 2017
Approved as to Fiscal Provisions By:		
Auditor/Controller		
Date: 4-13-17		
Approved as to Indemnity and Insurance P	rovisions	
By:		
Risk Management	•	
Date:		

The recitals to this Amendment No. 7 are incorporated into the Agreement and this

6.

Amendment No. 7.

Page 3 of 3

shall set forth the name of the business, if any, and shall personally sign the Agreement.

RMA – Planning



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2017

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

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

the terms and condition certificate holder in lie	ns of the policy u of such endor	, cen sem <i>e</i>	tain p entis)	iolicies may require an ei	ndorse	ment. A star	tement on th	ils certificate does not co	nfer rights to the
PRODUÇER			,,,,,,	,	CONTA	Of Mondane	Thanos,	CTC	
Carmel Insurance	Yaenav				NAME: PHONE	/8311	624-1234		
San Carlos 2 NW o	-				E-MAIL	Ext): (001/	tagement.	1 (A/C, No): (8 1 insurance . com	31) 624-4605
P.O. Box 6117	- 40				ADDRE				
Carmel	CA 93:	921 -	611	7				IDING COVERAGE	NAIC #
INSURED			77.24.24	,				e Company	
EMC Planning Group	n. The						wide Mutu	ıal	23787_
301 Lighthouse Ave	•				INSURE				
Suite C					INSURE				
Monterey	CA 93	940			INSURE		N-		
COVERAGES			C A TE	NUMBER:GL Prof A	INSURE	RF:		D#3 #44034 111 #15	
	AT THE POLICIES	S OF	INSIII	PANCE LISTED BELOW UN	VC DEE	N IOCHET TO	THE MONO	REVISION NUMBER: ED NAMED ABOVE FOR TH	
I INDICATED NOTATION	HAIVINIULANUY KI	~(JI JI)	< :- M:-	NEL TERMETHY CONTINUES	# 3L A N	マーバース・ロース・ローマース・ロース・ロース・ロース・ロース・ロース・ロース・ロース・ロース・ロース・ロ		DOOLD JELLE MAY L DECOM	
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INRR		ADDL	SUBR	LIMITS SHOWN MAY HAVE	BEEN	POLICY FEE		3,	
TYPE OF INSU X COMMERCIAL GENER		INSD	WVO	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
 								EACH OCCURRENCE \$ DAMAGE TO RENTED	1,000,000
A CLAIMS MADE								PREMISES (Ea occurrence) \$	100,000
X Aggregate Lin				PACER306986		5/1/2017	5/1/2018	MED EXP (Any one person) \$	5,000
Errors & Omia								PERSONAL & ADVINJURY \$	1,000,000
GEN'L AGGREGATE LIMIT	<u> </u>							GENERAL AGGREGATE \$	3,000,000
X POLICY PRO-	Loc							PRODUCTS - COMP/OP AGG \$	3,000,000
OTHER: AUTOMOBILE LIABILITY		 						DEDUCTIBLE PER OCURR \$	10,000
l							,	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,000
B X ANY AUTO ALL OWNED	SCHEDULED							BODILY INJURY (Per person) \$	
AUTOS	AUTOS NON-OWNED			AGP3067177663		5/1/2017	5/1/2018	BODILY INJURY (Per accident) \$	
HIRED AUTOS	AUTOS							PROPERTY DAMAGE (Per accident) \$	
	<u> </u>	<u> </u>	₩					Medical payments \$	5,000
UMBRELLA LIAB	OCCUR							EACH OCCURRENCE \$	
EXCESS LIAB	CLAIMS-MADE	1						AGGREGATE \$	
DED RETENTI		<u> </u>	<u> </u>			<u>,,,</u>		3	
AND EMPLOYERS' LIABILIT	Υ	ŀ						PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNE OFFICER/MEMBER EXCLUD (Mandatory in NH)	R/EXECUTIVE D?	N/A						E.L. EACH ACCIDENT \$	
(Mandatory in NH) If yes, describe under]						E.L. DISEASE - EA EMPLOYEE \$	
If yes, describe under DESCRIPTION OF OPERAT	IONS below	-						E.L. DISEASE - POLICY LIMIT \$	<u> </u>
A Errors & Ommissi	eno.			PACER306986		5/1/2017	5/1/2018	EACH CLAIM	\$1,000,000
Retroactive Date	8/22/02							DEDUCTIBLE EACH CLAIM	\$10,000
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ADDITIONAL INSURED – OWNERS, LESSES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following: EnviroPACE insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PERSON(S) OR ORGANIZATION(S) WHERE THIS ENDORSEMENT IS REQUIRED BY CONTRACT	ALL LOCATIONS WHERE THIS ENDORSEMENT APPLIES

A. Section XX. WHO IS AN INSURED, Coverage Part 1 and Part 2 is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for bodily injury, property damage, environmental damage, or cleanup costs 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.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to section XXI. LIMITS OF LIABILITY AND DEBUCTIBLE:

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

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

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

SCHEDULE	
Person(s) or Organization(s):	
ALL PERSON(S) OR ORGANIZATION(S) WHERE THIS ENDORSEMENT IS REQUIRED BY CONTRACT	

Section XXIII. CONDITIONS, 14. Other Insurance is amended by the addition of the following:

This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE above provided that:

- 1. The person(s) or organization(s) listed in the SCHEDULE is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

SCHEDULE

Name Of Person(s), Entity(ies) or Organization(s):

ALL PERSON(S) OR ORGANIZATION(S) WHERE THIS ENDORSEMENT IS REQUIRED BY CONTRACT

Section XXIII. CONDITIONS, 17. Subrogation is amended by the addition of the following:

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against the person(s), entity(ies) or organization(s) shown in the SCHEDULE above prior to a toss or claim, we waive any right to recovery we may have under the Policy against such person(s), entity(ies) or organization(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entitles
- C. Employees as Insureds Nonowned Autos
- D. Additional insured by Contract, Permit or Agreement
 - E. Supplementary Payments Ball Bonds
 - F. Supplementary Payments -- Loss of Earnings
 - G. Personal Effects and Property of Others Extension
 - H. Preludgment Interest Coverage
 - 1. Fellow Employee Officer, Managers and Supervisors
 - J. Hired Auto Physical Damage
 - K. Temporary Substitute Autos Physical Damage Coverage
 - L. Expanded Towing Coverage
 - M. Auto Loan or Lease Coverage
 - N. Original Equipment Manufacturer Parts Leased Private Passenger Types
 - O. Deductible Amendments
 - P. Rental Reimbursement Coverage
 - **G.** Expanded Transportation Expense
 - R. Extra Expense-Stolen Autos
 - S. Physical Damage Limit of Insurance
 - T. New Vehicle Replacement Cost
 - U. Physical Damage Coverage Extension
 - V. Transfer of Rights of Recovery Against Others To Us
 - W. Seotlon IV -- Business Auto Conditions -- Notice of and Knowledge of Occurrence
 - X. Hired Car Coverage Territory
 - Y. Emergency Lock Out
 - Z. Cancellation Condition

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforced until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

EMPLOYEES AS INSUREDS — NONOWNED AUTOS

The following is added to paragraph A.1. Who is An insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

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

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who is An Insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS — BAIL BONDS

Supplementary Payments of SECTION II — COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to \$2,500 for cost of ball bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Supplementary Payments of the SECTION II -- COVERED AUTOS LIABILITY COVERAGE is revised as follows:

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

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- The, Care, Custody or Control Exclusion of SECTION II — COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
- The following paragraph is added to A.4. Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

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substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II — COVERED AUTOS LIABILITY COVERAGE,

- 2. Coverage Extensions, a. Supplementary Payments:
- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

L. EXPANDED TOWING COVERAGE

- 1. We will pay up to:
 - a. \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

- This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

- In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - The amount paid under SECTION III PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - Overdue lease/loan payments at the time of the "loss";
 - Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - Security deposits not refunded by a lessor;
 - Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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- Carry-over balances from previous teases.
- This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
- Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS — LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III — PHYSICAL DAMAGE-COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III — PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived;
- If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

- This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".
 Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- We will pay only for those expenses incurred during the polloy period beginning 24 hours after the "loss" and ending, regardless of the polloy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
- Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - \$75 for any one day or for a maximum of 30 days.
- This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III — PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

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ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III — PHYSICAL DAMAGE COVERAGE;

- The provisions of paragraphs 1, and 3, do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."
 - in the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:
 - The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warrantles purchased;
 - b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
 - The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you.. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III — PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of insurance is replaced by the following:

C. Limit Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - The cost of repairing or replacing the damaged or stolen property.
- \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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 stallation of such equipment.
 - Removable from a permanently installed housing unit as described in Paragraph
 a.a. above or is an integral part of that equipment; or
 - An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
 - Be based on an estimate which includes parts furnished by the original equip-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III — PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We walve any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV -- BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - 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.
- b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual:
 - 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.

X. HIRED CAR - COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory GeneralConditions's replaced by the following:

(5) Anywheren the worldif a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

- Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto". or
- Your keyless entry device battery dies and you are unable to enter such "auto" as a result.
- Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

Page 6 of 7

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If we cancel for any reason other than nonpayment of premium, we will mall or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

- Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.
- Z. CANCELLATION CONDITION
 Paragraph A.2. of the COMMON POI
 - Paragraph A.2. of the COMMON POLICY CONDITION CANCELLATION applies except as follows:



Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Agreement No. A-11914; A-11927

Upon motion of Supervisor Salinas, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 8 to Professional Services Agreement No. A-11914 with EMC Planning Group, Inc. (EMC) where the Base budget in the amount of \$324,434 is increased by \$91,500 to \$415,934 and the Contingency budget in the amount \$45,014 is unchanged which increases the not to exceed amount of \$369,448 by \$91,500 to a total amount not to exceed \$460,948 to allow for additional services associated with existing tasks to complete the Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (PD080541) in Moss Landing, and extend the expiration date from May 31, 2018 for four (4) additional months through September 30, 2018, for a revised term from May 4, 2010 to September 30, 2018; and
- b. Approved Amendment No. 8 to Funding Agreement No. A-11927 with various Project Applicants where the Project Applicants' portion of the Base budget, Contingency budget and Deposits for County Staff services at a total not to exceed amount of \$334,466 is unchanged, and the County's portion of the Base budget in the amount of \$139,122 is increased by \$91,500 to \$230,622, for a total amount not to exceed of \$565,088, to allow funding by Monterey County for costs incurred by EMC to allow for additional services associated with existing tasks to complete the EIR for the Moss Landing Community Plan Update (PD080541) in Moss Landing, and extend the expiration date from May 31, 2018 for four (4) additional months through September 30, 2018, for a revised term from May 4, 2010 to September 30, 2018; and
- c. Authorized the Chief of Planning Services to execute Amendment No. 8 to Professional Services Agreement No. A-11914, Amendment No. 8 to Funding Agreement No. A-11927 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

PASSED AND ADOPTED this 7th day of November 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

NOES: None ABSENT: None

I, Gail T. Borkowski, 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 80 for the meeting November 7, 2017.

File ID 17-1108 No. 28

Dated: December 4, 2017 File ID: 17-1108

Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

Deputy

AMENDMENT NO. 8 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 8 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (hereinafter, "Project") through May 31, 2011 for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 5, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through May 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 29, 2013 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 2, 2014 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through May 31, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 26, 2015 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through May 31, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$69,448 which resulted in a total not to exceed amount of \$369,448 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

WHEREAS, the EIR has not been completed for the Project; and

Page 1 of 3

Amendment No. 8 to Professional Services Agreement
EMC Planning Group, Inc.
Moss Landing Community Plan Update EJR
RMA – Planning
Term: May 4, 2010 – September 30, 2018
Not to Exceed; \$460,948

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide additional services associated with Task 1, Administration/Management, Task 3, Prepare Complete and Detailed Project Description; Task 5, Prepare Technical Studies; Task 7, Proof Draft EIR, and the addition of Task 12, Optional Tasks, for completion of the Project; and

WHEREAS, the additional services will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for four (4) additional months to September 30, 2018 and increase the amount by \$91,500 for a total not to exceed \$460,948 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 8.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1 and A-2 in conformity with the terms of this Agreement.

2. 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, A-1 and A-2, 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 \$460,948.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from May 4, 2010 to September 30, 2018, unless sooner terminated pursuant to the terms of this Agreement.

- 4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".
- 5. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions is hereby amended to extend through September 30, 2018, to conform to the amended term of the Agreement.
- 6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California, 93901, is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California, 93901-4527
- 7. All other terms and conditions of the Agreement remain unchanged and in full force.
- 8. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Page 2 of 3

Amendment No. 8 to Professional Services Agreement
EMC Planning Group, Inc.
Moss Landing Community Plan Update EIR
RMA – Planning
Term: May 4, 2010 – September 30, 2018
Not to Exceed: \$460,948

9,	The recitals to this Amendment No. 8 a Amendment No. 8.	are incorpora	ated into the Agreement	and this
	ITNESS WHEREOF, the Parties hereto I ment which shall be effective as of the last of			
COU	NTY OF MONTEREY	CONT	RACTOR*	
Ву:	Jugueline & Onciano Chief of Planning Services		EMC Planning Group, In Contractor's Business Name	
Date:	11 December 8017	By:	(Signature of Chair, President or Vice	President)
		Its:	Michael J. Groves, Presi (Print Name and Ti	
		Date:	September 28, 2017	
		Ву: —	m	
Office	oved as to Form and Legality of the County Counsel	 -	(Signature of Secretary, Asst. Secreta Treasurer or Asst. Treasurer) Michael J. Groves, Treasurer	
By:	Brian P. Briggs Deputy County Counsel	Its:	(Print Name and Ti	
Date:	10-26-17	Date:	September 28, 2017	•
Appro	oved as to Fiscal Provisions			
Date:	Auditor/Controller			
Appr	oved as to Indemnity and Insurance Prov	isions	,	
By:	Risk Management			
	•		•	

*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) managing members. 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.

Page 3 of 3

Moss Landing Community Plan Update EIR RMA - Planning

Term: May 4, 2010 - September 30, 2018 Not to Exceed; \$460,948

To Agreement by and between County of Monterey, hereinafter referred to as "County" and

EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

BACKGROUND

CONTRACTOR shall provide additional effort and out-of-scope costs associated with the preparation of the Moss Landing Community Plan Update (Project) Environmental Impact Report (EIR). Specific out-of-scope costs are related to additional water supply study revisions, revisions to the EIR related to changes in the Project Description, preparation of additional proof drafts of the EIR, and additional administrative time related to these out-of-scope costs and length of the Agreement term.

A detailed description of the methodology to be used to continue to prepare this EIR is included in the scope presented below.

A. SCOPE OF SERVICES

CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work to update the tasks associated with the Project, as set forth below:

Task 1: Administration/Management Task 1.5 Administrative Time

An Agreement between County and CONTRACTOR for this Project was approved by the County Board of Supervisors for the Project on January 11, 2011. The Agreement was executed on February 9, 2011 with an Agreement term of May 4, 2010 to May 31, 2011. In accordance with the terms on page 35 of the Agreement, CONTRACTOR requests an amendment to the Agreement due to the significant expansion of the original scope and term of the Agreement. CONTRACTOR requests an additional administrative budget in the amount of \$19,500 for additional administrative work through the upcoming Agreement term (through September 30, 2018) to complete the Project.

Please refer to the summary tables at the end of this scope and the attached spreadsheet.

Task 3 Prepare Complete and Detailed Project Description 3.3 Past Changes to the Project Description

CONTRACTOR received full authorization to proceed on the EIR for the Project from County on September 19, 2012 (a partial authorization was provided earlier for preliminary Biological Resources work). Throughout the course of the Project, the Project Description changed repeatedly, resulting in unanticipated changes to the EIR. A chronology of key Project Description changes and milestone events that have occurred during CONTRACTOR's work on the Project are as follows:

October 18, 2012	Updated Community Plan
January 22, 2013	Plans from Moss Landing Marine Lab (MLML) do not match those in Community Plan
February 15, 2013	County Roads Project Description received
March 6, 2013	CONTRACTOR finalizes Notice of Preparation (NOP) Project Description
March 11, 2013	Quin Delta, LLC/Gregg Drilling (Gregg) site expanded to north (contingency transfer)
April 8, 2013	Revised design guidelines received
April 8, 2013	Build-out table version 4 replaces Table ML-2. Buildout Estimate
April 15, 2013	NOP distributed
May 10, 2013	Additional information regarding Monterey Bay Aquarium Research Institute (MBARI)
May 13, 2013	Build-out table version 5 replaces version 4
June 26, 2013	Build-out table version 6 replaces version 5
January 2, 2014	Administrative Draft EIR delivered to County
April 17, 2014	Public Works requests Traffic Impact Analysis (TIA) revisions (Amendment No. 6 to Agreement)
April 21, 2014	Revised Land Use Map
May 6, 2014	Updated Community Plan
June 5, 2014	Summary of Community Plan changes
July 1, 2014	Proof Draft EIR delivered to County

August 12, 2014	Revised seawater intake figure provided for Business Park
March 9, 2015	Request for revised TIA, Noise, Water, and Greenhouse Gas (GHG) analysis - Amendment No. 6 to Agreement
April 9, 2015	Build-out table version 7 replaces version 6
April 21, 2015	Revised NOP circulated
May 6, 2015	Revised Draft Community Plan and Implementation Plan
June 8, 2015	County mark-up of Proof Draft EIR Project Description
August 5, 2015	Build-out table version 8 replaces version 7
September 28, 2015	Build-out table version 9 replaces version 8
September 28, 2015	New plans for Phil's Fish Market at Gregg sife
September 10, 2015	Revisions to Phil's Fish Market and Gregg description
December 7, 2015	Build-out table version 9a per Todd Groundwater corrections

Most of the Project Description changes have been individually small and incremental, but cumulatively significant in terms of additional accumulated cost. The difficulty of attempting to assess an ever-changing Project Description has been time consuming and costly. CONTRACTOR has estimated at least fourteen (14) changes to the Project Description which resulted in at least three (3) hours of additional work for each Project Description change at a rate of \$200 per hour. These Project Description changes amount to an increase of \$8,400.00.

Task 5 Prepare Technical Studies

5.1 Conduct TIA (Fehr & Peers)

5.1. a Traffic Count Update

County Traffic Engineer reviewed the TIA and draft components of the State Route 1 Corridor Study and determined that the traffic counts used in those efforts are dated. Therefore, County's Traffic Engineer requested that new counts be conducted to validate the data used in the preparation of the TIA and Corridor Study. New counts shall be conducted at four (4) intersections during the morning and evening commute periods, and a memorandum documenting findings with respect to the validity of the traffic count data shall be prepared by CONTRACTOR. Preparation of any additional traffic operations analysis or evaluations of mitigation measures is not included.

5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Engineers) 5.4.a Water Supply Study

As part of County's preparation of the second Proof Draft EIR, CONTRACTOR's sub-consultant, Todd Engineers, was requested to make changes to the water supply report to reflect Project changes. The cost of this additional work is reflected in the scope of the Agreement. However, while undertaking this task, Todd Engineers discovered discrepancies in the Project build-out table, which the

County then corrected (the corrected build-out table was identified as table version 9a). As a result of this change in the Project build-out table, additional funding is required to allow Todd Engineers to re-do the analysis of the water supply report.

Task 7 Proof Draft EIR

7.3 Additional Proof Draft EIR

CONTRACTOR's scope includes a proof Draft EIR, which was completed and submitted to County on June 30, 2014. More than ten (10) months after submittal of the proof Draft EIR, on May 16, 2015, County completed extensive changes to the Community Plan (and by extension the EIR Project Description) which necessitated preparation of a second proof Draft EIR. In anticipation of the changes to the Community Plan, County issued a revised NOP on April 21, 2015.

County also made changes to the EIR Word files to reflect the revised Community Plan and returned those to CONTRACTOR for review, acceptance, formatting, and production. Per County request, CONTRACTOR reviewed and began work on finalizing the second proof Draft EIR, which required considerable editing, formatting, and the creation of new graphics. The level of effort was far in excess of that expected for a proof Draft EIR, and included significant changes that had not been directed when the Administrative Draft was reviewed and the first proof Draft EIR was prepared. Work on the second proof Draft EIR is not included in the original scope. Some of CONTRACTOR's work was completed, and additional work remained to be completed before County staffing assignments changed and work was effectively stopped on the Project at the end of March 2016. The work expended on the second proof Draft EIR is summarized in the following table:

County has subsequently determined that additional changes to the Community Plan are required. Given the changes in the Project over time, CONTRACTOR recommends preparation of a second Administrative Draft EIR, followed by a final proof Draft EIR. CONTRACTOR anticipates the following additional tasks shall be required to finalize the second Administrative Draft EIR:

- Review revised Community Plan (and related Implementation Plan and Design Guidelines), noting changes from the October 2012 version on which the Administrative Draft and first proof Draft EIR were based;
- Review current Project plans for MBARI, MLML, Gregg, and County Road and Drainage project, noting changes from projects as described in the Administrative Draft and first proof Draft EIR;
- Prepare redline file comparing first proof Draft EIR with in-progress second proof Draft EIR to identify significant changes, and determine extent to which second proof Draft EIR changes should be carried forward;
- Update Project Description and associated figures;
- Update NOP references to reflect issuance of second NOP and additional NOP comments, and ensure that comments in response to the second NOP have been addressed;
- Confirm status of the 1984 sewer allocation system;
- Update the environmental and regulatory settings throughout EIR;
- · Review EIR analysis for consistency with revised Project Description, noting in

particular any mitigation measures from the initial proof Draft EIR that have been included within the Community Plan as policy, and making changes as necessary;

- Update GHG Emissions Section to current analysis and threshold methodologies;
- · Confirm analysis and impact assessment approach for water supply;
- Confirm analysis and impact assessment approach for State Route 1 level of service;
- Update the Transportation Section based on the completed State Route 1 Corridor Study and revised TIA;
- Update the alternatives text and table to the extent that any changes to the Project
 Description or analysis may affect comparison of alternatives to the Project;
- Update sources and references;
- Update the summary and summary table to reflect all other changes;
- Meet with County staff to discuss Project changes, approaches, and/or review work products [one (1) meeting]; and
- Conduct a follow-up site visit to confirm and update conditions.

The second Administrative Draft EIR shall be submitted to County electronically. The second Administrative Draft EIR shall include a list of appendices, but the actual appendices shall not be included.

A final proof Draft EIR shall be prepared to reflect County comments on the second Administrative Draft EIR. The proof Draft EIR shall be submitted to the County electronically and five (5) printed copies shall be submitted with appendices on a CD (which will be inserted in a sleeve inside the rear cover of the document).

CONTRACTOR shall produce the above mentioned deliverables to the following individual:

Brandon Swanson, RMA Services Manager County of Monterey

Resource Management Agency (RMA) – Land Use and Community Development 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527

Email: swansonb@co.monterey.ca.us Telephone: (831) 755-5334

Please refer to the "Summary of All Request Items" table and the attached Cost Proposal.

Task 12 Optional Tasks

The following optional tasks were suggested but not included in the original Agreement.

- Notice of Completion, Notice of Availability, and Notice of Determination –
 Preparation and Circulation (does not include filing fees)
- Prepare draft California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations for County finalization
- Attend one (1) additional Moss Landing Community Plan Committee and/or Community Meeting (includes mileage cost at the standard IRS mileage rate)

Optional services described above shall not be provided unless authorized in writing by County's Project Planner and Project Applicant prior to optional services provided.

Request Summary

For this amendment request, CONTRACTOR continues to honor the 2009 rate schedule that was in effect when the Agreement was originated. Staff assignments have been updated to current positions. Please also refer to the attached Cost Proposal.

Summary of All Request Items	
Item	Request
Excess Administrative Time - Past	\$10,500,00
Excess Administrative Time - Future	\$9,000.00
Past Changes to the Project Description	\$8,400.00
Traffic Count Update	\$8,400,00
Water Supply Study Revisions	\$2,714.00
Work to Date on Second Proof Draft EIR	\$7,471.00
Second Administrative Draft EIR	\$30,930.00
Final Proof Draft EIR	\$6,135.00
Total	\$83,550.00
Optional Tasks	\$7,950.00
GRAND TOTAL	\$91,500.00

For all deliverables related to this scope, CONTRACTOR shall provide the revised reports and or data outputs in electronic format to County. The following tables provide summaries of the individual request items:

Excess Administrative Time - Past	
Item	Request
2010-2011 Administrative Time - No Request - covered by the original	\$0.00
2011-2012 Administrative Time	\$3,500.00
2012-2013 Administrative Time	\$3,500.00
2013-2014 Administrative Time - No Request - received with transfer dated 2/5/2014	\$0,00
2014-2015 Administrative Time	\$3,500.00
2015-2016 Administrative Time – No Request – received with CA#6 dated 6/9/2015	\$0.00
2016-2017 Administrative Time – Nor Request – received with CA#6 dated 6/9/2015	\$0,00
Total	\$10,500.00

Excess Administrative T	ime – Future	
Item	•	Request
2017-2018 Administrativ	e Time	\$9,000,00
Total		\$9,000.00

Changes to the Project Description	
Item	Request
Changes not yet covered	\$8,400,00
Total	\$8,400.00

Traffic Count Update	
Item	Request
Fehr and Peers Counts and Memo	\$8,000,00
Subconsultant Overhead 5%	\$400,00
Total	\$8,400.00

Water Supply Study Revisions	
Item	Request
Todd Groundwater extra analysis	\$1,632.00
Subconsultant Overhead 5%	\$82.00
EMC Planning Group EIR edits	\$1,000.00
Total	\$2,714.00

Work to Date on Second Proof Draft				
Item	Request			
Editing and formatting	\$5,523.00			
Graphics revisions	\$1,948.00			
Total	\$7,471.00			

Second Administrative Draft and Final Proof Dra	<u>tt</u>
Item	Request
Second Administrative Draft	\$30,930.00
Total	\$30,930.00
ProofDraft	\$6,135.00
Total	\$6,135.00

The following table provides a summary of Optional Tasks.

Summary of Optional Tasks	
CEQA Notices (not including NOD filing fees)	\$1,500.00
Draft CEQA Findings and Statement(s) of Overriding Considerations	\$4,550.00
Moss Landing Community Plan Committee or Community Meetings (each including/paid at the standard IRS mileage rate)	\$1,900.00
Total	\$7,950.00

Delivery Schedule

CONTRACTOR shall prepare a fully revised schedule of tasks beginning with a second Administrative Draft EIR once Amendment No. 8 to the Agreement is approved. CONTRACTOR estimates from delivery of the updated Community Plan and authorization to continue work through completion of the Final EIR will take approximately six (6) months.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an additional amount not to exceed \$91,500 for a total amount not to exceed \$460,948 (Base budget amount of \$415,934 and Contingency budget amount of \$45,014) for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit A-2, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the tasks listed above and in following Cost Proposal.

There shall be no travel reimbursement allowed during this Agreement.

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

Invoices for work products / deliverables under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

Date:			Invoice No	_ .
Original Agreem Original Agreem			May 4, 2010 to May 31, 2011 \$ 300,000.00 (\$254,986.00 base budget plus \$ contingency)	45,014.00 project
Amendment No.	1;		Term Extension to May 31, 2012	
Amendment No.	2;		Term Extension to May 31, 2013	à
Amendment No.	3 :	•	Term Extension to May 31, 2014	•
Amendment No.	4:	. ,	Term Extension to May 31, 2015	
Amendment No.	5:		Term Extension to May 31, 2017	
Amendment No.	6:		\$69,448.00 (\$69,448.00 base budget plus \$0	project contingenc
Amendment No.	<i>7:</i>		Term Extension to May 31, 2018	
Amendment No.	8;		\$91,500 (\$91,500,00 base budget plus \$0 Term Extension to September 30, 2018) project contingenc
This Invoice:			Task 1: Administration/Management	
	\$	10,500.00	Administrative Time (Past)	
• • •	\$	9,000.00	Administrative Time (Future)	· .
			Task 3: Prepare Complete and Detailed Project Description	1.
	\$	8,400.00	3.3 Past Changes to the Project Descrip	otion
			Task 5: Prepare Technical Studies	
	\$	8,400.00	5.1 Conduct TIA (Fehr & Peers) 5.1.a Traffic Count Update	
	\$	2,714.00	5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Engineers) 5.4.a Water Supply Study	
			Task 7: Proof Draft EIR	
•			7.3 Additional Proof Draft EIR	
	\$	7,471.00	• •	R
	\$	30,930.00	Second Administrative Draft EIR	

i i	\$	6,135,00	Final Proof Draft EIR	
4	\$	7,950.00	Task 12: Optional Tasks	·
			CEQA Notices (\$1,500.00)	
·		•	Draft CEQA Findings and Statement(s) of Overriding Considerations (\$4,550,00)	
			Moss Landing Community Plan Committee or Community Meetings (\$1,900.00)	
Total:				
Remaining Balanc	re	\$	· ·	
Approved as to W	ork/P	ayment:		Date:
		•	Brandon Swanson, RMA Services Manager	

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

Invoices under this Agreement 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:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2017

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 policyties) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain polici certificate holder in Neu of such endorsement(s).	es may require an endorse	ment. A stat	ement on th	s certificate does not confer	rights to the
PRODUÇER	CONTA	erpiacM ¹⁰	Thanes.	CIC	-
Carmel Insurance Agency	PHONE	, Exit (831)	624-1234	FAX (AC, No): (831) 6	24-4808
San Carlos 2 NW of 8th	E-MAR.	monique	tecarmeli	vertigings ' dom	24-4003
P.O. Box 6117	NO THE				
Carmel CA 93921-6117	M.COLON P.			DING COVERAGE	NAK #
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EMC Planning Group, Inc.		RB Nation	Arde lurch	<u>a </u>	23787
301 Lighthouse Avenue	MSURE				
Suite C	INSURE			····	
Montarey CA 93940	NSURE				
	MBERGL Prof Auto	2K.F.1.		REVISION NUMBER:	
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B X ANY AUTO]		BODILY (NJURY (Per person) \$	
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UMBRELLA LIAB OCCUR				EACH OCCURRENCE :	
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DED RETENTIONS					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$	
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If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT &	
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Retroactive Date 8/22/02		0,2,202,	0,2,1020	DEOLICTIBLE EACH CLAIM	\$10,000
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County of Monterey Its agents, officers & employ Contracts/Purchasing Departme	ees A	e expiratio	N DATE TH	DESCRIBED POLICIES BE CANCI KEREOF, NOTICE WILL BE I ICY PROVISIONS.	ELLED BEFORE DELIVERED IN
168 West Alisal Street 3rd Floor	ANTH	ORIZED REPRES	,		·
Salinas, CA 93901	M L	ittle, C	IC/MRT	Marken of	Jack Com



CERTIFICATE OF LIABILITY INSURANCE

PATE (MM/DD/YYYY) 6/23/2017

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 carificate holder is an ADDITIONAL INSURED, the policyles) must be endoared. If SUBROCATION IS WAIVED, subject to the terms and continuous of the policy, contain policies may require an endoareament. A statement on this carificate does not confer rights to the carificate holder in lieu of such endoareaments. EARNOUSE TARROWS AND ADDITIONAL TO SUBJECT TO THE MANDERS OF THE MANDERS AND ADDITIONAL TO SUBJECT TO THE MANDERS AND ADDITIONAL TO SUBJECT TO ADDITIONAL TO SUBJECT TO ADDITIONAL TO SUBJECT TO ADDITIONAL TO SUBJECT TO ADDITIONAL TO SUBJECT TO WAITED THE POLICY ENGINEERS ASSOCIATION WITH RESPONSIBILITY TO HUMBERS OF MANDERS ADDITIONAL TO SUBJECT TO WAITED THE TERMS. SUBJECT TO WAIT		EPRESENTATIVE OR PRODUCER, A								. 1	
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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: EnviroPACE Insurance Policy

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations							
ALL PERSON(S) OR ORGANIZATION(S) WHERE THIS ENDORSEMENT IS REQUIRED BY CONTRACT	ALL LOCATIONS WHERE THIS ENDORSEMENT APPLIES							

A. Section XX. WHO IS AN INSURED, Coverage Part 1 and Part 2 is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for bodily injury, property damage, environmental damage, or cleanup costs 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.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 8. With respect to the insurance afforded to these additional insureds, the following is added to section XXI. LIMITS OF LIABILITY AND DEDUCTIBLE:

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Liability shown in the Declarations; whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

SUI	1EDULE
Person(s) or Organization(s):	
ALL PERSON(S) OR ORGANIZATION(S) WHER CONTRACT	E THIS ENDORSEMENT IS REQUIRED BY

Section XXIII. CONDITIONS, 14. Other Insurance is amended by the addition of the following:

This insurance is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE above provided that:

- 1. The person(s) or organization(s) listed in the SCHEDULE is a Named Insured under such other insurance; and
- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person(s) or organization(s) listed in the SCHEDULE.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION FOR SPECIFIED PERSON, ENTITY OR ORGANIZATION

This endorsement modifies insurance provided under the following: EnviroPACE Insurance Policy

SCHEDULE

Name Of Person(s), Entity(les) or Organization(s):

ALL PERSON(S) OR ORGANIZATION(S) WHERE THIS ENDORSEMENT IS REQUIRED BY CONTRACT

Section XXIII. CONDITIONS, 17. Subrogation is amended by the addition of the following:

In the event of any payments made pursuant to this Policy, we shall be subrogated to any insured's rights of recovery against any person, entity or organization. The insured shall execute and deliver instruments and papers and do whatever is necessary to secure and perfect such rights. No insured shall do anything to prejudice such rights.

Any recovery obtained as a result of subrogation, after such expenses incurred in the subrogation proceedings are deducted by us, shall accrue first to the insured to the extent of any payments in excess of the Limit of Liability; then us to the extent of any payments made under this Policy; and then to the insured to the extent of its Deductible.

However, solely with respect to Coverage Part 1 or Coverage Part 2, if the insured has waived rights of recovery against the person(s), entity(les) or organization(s) shown in the SCHEDULE above prior to a loss or claim, we waive any right to recovery we may have under the Policy against such person(s), entity(les) or organization(s).

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

BUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- O. Employees as Insureds Nonowned Autos
- D. Additional insured by Contract, Permit or Agreement
- E. Supplementary Payments Ball Bonds
- F. Supplementary Payments Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment interest Coverage
- I. Fellow Employee Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos -- Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense-Stolen Autos
- 8. Physical Demage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- . V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV Business Auto Conditions Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Look Out
- Z. Cancellation Condition

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited itability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180° day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS - NONOWNED AUTOS

The following is added to paragraph A.1. Who is An insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

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

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who is An insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Coverad. Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an insured of SECTION II — COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Supplementary Payments of SECTION II — COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to \$2,500 for cost of ball bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Supplementary Payments of the SECTION II — COVERED AUTOS LIABILITY COVERAGE is revised as follows:

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

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- The Care, Custody or Control Exclusion of SECTION II — COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III PHYSICAL DAMAGE COVERAGE:
 - o. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

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substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown:
- b. Repair:
- c. Servicing:
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II
- COVERED AUTOS LIABILITY COVERAGE,

- 2. Coverage Extensions, a. Supplementary Payments:
- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE — OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II — COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who cocupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

if covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Coffision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

L. EXPANDED TOWING COVERAGE

- 1. We will pay up to:
 - \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 for a covered "auto" you own that is not of the private passenger type.

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

- This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

- In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination lees or penalties, for your covered "auto" less:
 - The amount paid under SECTION III PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - Overdue lease/loan payments at the time of the "loss";
 - Financial penalties imposed under a lease for excessive use, abnormal wear and lear or high mileage;
 - Security deposits not refunded by a lessor;
 - Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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- Carry-over balances from previous leases.
- This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
- Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS — LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III — PHYSICAL DAMAGE-COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION (II - PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- If the deductible under this coverage is the smaller (or smallest) deductible, it will be walved:
- If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Gauses of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a mariner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

- This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- 2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or reptace the covered "auto", if "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - The number of days shown in the Schedule.
- Our payment is limited to the lesser of the following amounts:
 - Recessary and actual expenses incurred.
 - \$75 for any one day or for a maximum of 30 days.
- This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theit of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not elready provided for under SECTION III PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III — PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

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ment manufacturer or other sources including non-original equipment manufacturers and

- If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of insurance provision of SECTION III — PHYSICAL DAMAGE COVERAGE:

- The provisions of paragraphs 1, and 3, do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."
 - in the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:
 - The verifiable "new vehicle" purchase price you paid for your damaged vehiole, not including any insurance or warrantes purchased;
 - b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any fumishings, parts, or equipment not installed by the manufacturers' dealership; or
 - The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Spedified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "toss".

R. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you... We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III — PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of insurance is replaced by the following:

C. Limit Of Insurança

- The most we will pay for "loss" in any one "accident" is the lesser of:
 - The actual cash value of the damaged or stolan property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
- \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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 stallation of such equipment.
 - Premovable from a permanently installed housing unit as described in Paragraph
 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may;
 - Be based on an estimate which includes parts furnished by the original equip-

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custy tilled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III — PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vahicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations Indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We walve any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV -- BUSINESS AUTO CONDITIONS, Paragraph A le amended as follows:

8. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Sult or Loss Condition relative to notification requirements applies only when the "accident" or "loss" 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.
- b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" 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.

X. HIRED CAR - COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory GeneralConditions's replaced by the following:

(5) Anywherdn the worldif a covered fauto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

- Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
- Your keyless entry device battery dies and you are unable to enter such "auto" as a resuit.
- Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

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If we cancel for any reason other than non-payment of premium, we will mall or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

Original copies of receipts for services of a locksmith must be provided before reimbursementis payable.

Z. CANCELLATION CONDITION

Paragraph A.2, of the COMMON POLICY CONDITION — CANCELLATION applies except as follows:

AMENDMENT NO. 9 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 9 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (hereinafter, "Project") through May 31, 2011 for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 5, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through May 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 29, 2013 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 2, 2014 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through May 31, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 26, 2015 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through May 31, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6", including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$69,448 which resulted in a total not to exceed amount of \$369,448 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

Page 1 of 5

WHEREAS, Agreement was amended by the Parties on December 11, 2017 (hereinafter, "Amendment No. 8", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for four (4) additional months through September 30, 2018 and to increase the amount by \$91,500 which resulted in a total not to exceed amount of \$460,948; and

WHEREAS, the EIR has not been completed for the Project; and

WHEREAS, additional time is required to allow County staff to revise the Moss Landing Community Plan and to allow CONTRACTOR to continue to provide services for completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for twenty (20) additional months to May 31, 2020 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 9.

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

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

The term of this Agreement is from May 4, 2010 to May 31, 2020, unless sooner terminated pursuant to the terms of this Agreement.

- 2. Amend language in Paragraph 8, "Indemnification", to read as follows:
 - 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code Section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such

Page 2 of 5

Amendment No. 9 to Professional Services Agreement EMC Planning Group, Inc.

Moss Landing Community Plan Update EIR

RMA – Planning

Term: May 4, 2010 – May 31, 2020

Not to Exceed: \$460,948

CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 <u>Indemnification for All Other Claims or Loss:</u>

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

- 3. The "Schedule" referenced in the Agreement, Exhibit A Scope of Services/Payment Provisions, is hereby amended to extend through May 31, 2020 to conform to the amended term of the Agreement.
- 4. Amend contact information under "Report Preparation" in Paragraph A.2, of Exhibit A-1 Scope of Services/Payment Provisions, of the Agreement, to read as follows:

Shelley Glennon
Senior Planner
County of Monterey
Resource Management Agency – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: glennons@co.monterey.ca.us

Telephone: (831) 755-5173

5. Amend contact information in Paragraph 7.3, of Task 7, "Proof Draft EIR", of Exhibit A-2 - Scope of Services/Payment Provisions, of the Agreement, to read as follows:

Shelley Glennon
Senior Planner
County of Monterey
Resource Management Agency – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Email: glennons@co.monterey.ca.us

Telephone: (831) 755-5173

- 6. All other terms and conditions of the Agreement remain unchanged and in full force.
- 7. This Amendment No. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 8. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CONTRACTOR*				
By: Jacqueline R. Onciano Chief of Planning Services	EMC Planning Group, Inc. Contractor's Business Name				
Date: 1 October 2018	By: (Signature of Chair, President or Vice President)				
Approved as to Form and Legality Office of the County Counsel-Risk Management	Its: Michael J. Groves, President (Print Name and Title)				
Charles J. McKee, County Counsel-Risk Manager	Date:August 28, 2018				
Brian P. Briggs Deputy County Counsel	By: Mussle Adem (Signature of Secretary, Asst. Secretary, CFO,				
Date: $9-28-18$	Its: Teri Wissler Adam, Secretary (Print Name and Title)				
Approved as to Fiscal Provisions By:	Date: August 28, 2018				
Auditor/Controller Date: 9 8					
Approved as to Indemnity and Insurance Provisions Office of the County Counsel-Risk Management Charles J. McKee, County Counsel-Risk Manager					
Ву:					
Name:					
Title:					
Date: *INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit	Et compositions the full level and the full level a				

*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) managing members. 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.

Page 5 of 5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/25/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
PRODUCER					CONTACT Managua Thomas CIC					
Carmel Insurance Agency					NAME: Notified Hartos, Crc PHONE (831) 624-1234 (A/C, No, Ext): (831) 624-4605					
San Carlos 2 NW of 8th				E-MAIL maniquat@cormolingurance.com						
P.O. Box 6117				ADDRES	ADDRESS,					
					INSURER(S) AFFORDING COVERAGE INSURED A . Admiral Insurance Company					
DE 2000-1				Notice and Auto-					22707	
INSURED EMC Planning Croup, Inc.				INSURER B: Nationwide Mutual					23787 9999	
EMC Planning Group, Inc.					INSURER C: Republic Indemnity					
301 Lighthouse Avenue					INSURER D :					
Suite C		INSURER E :								
Monterey	_		CA 93940	INSURE						
			NUMBER: GL, Auto, Prof				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSP	ADDL	SUBR		REDUC	POLICY EFF	POLICY EXP				
TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER	-	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	0.00	0.000	
							EACH OCCURRENCE \$ 2,000,0			
CLAIMS-MADE OCCUR							PREMISES (Ea occurrence)	F 00		
			FEIECC2432500		12/01/2017	10/04/0040	MED EXP (Any one person)	\$ 5,00		
^			FEIECG2432300		12/01/2017	12/01/2018	PERSONAL & ADV INJURY	4.00	0,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	4.00	0,000	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 4,000,000		
OTHER:	-						COMBINED SINGLE LIMIT	\$		
AUTOMOBILE LIABILITY	Y					(Ea accident)	\$ 1,000,000			
	ANY AUTO		A O DOGGO E 40000		10/04/0017	10/01/0010	BODILY INJURY (Per person)	S		
AUTOS ONLY AUTOS			ACP3068546333		12/01/2017	12/01/2018	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$		
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							(Per accident)	\$		
							Medical payments	\$ 5,000		
UMBRELLA LIAB COCCUR				12/01/2017		EACH OCCURRENCE	\$ 2,000,000			
A EXCESS LIAB CLAIMS-MADE			FEIEXS2432600		12/01/2017	12/01/2018	AGGREGATE	\$ 2,000,000		
DED RETENTION \$						V		\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BILITY						➤ PER OTH-ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		18205508		12/01/2017	12/01/2018	E.L. EACH ACCIDENT	\$ 1,000,000		
OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1020000		12/01/2011	12/01/2010	E.L. DISEASE - EA EMPLOYEE	s 1,000,000		
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
Professional Liability				4			Each Wrongful Act/Claim	\$2,000,000		
A Claims Made Retroactive Date 8/22/02			FEIECC2432500		12/01/2017	12/01/2018	General Aggregate Limit	\$2,0	00,000	
							Deductible/Wrongful Act	\$10,	000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be at	tached if more sp	pace is required)				
RE: All Work Performed on Behalf of Certificate Holder. Certificate Holder is Additional Insured under the General Liability per attached Endorsements CG2010 1001 & CG2037 1001. Primary Wording & Waiver of Subrogation per attached endorsements CG2001 0413 & CG2404 0509. Certificate Holder is Additional Insured under the Auto Liability per Attached Endorsement CA2048 1013 to include Primary Wording and Waiver of Subrogation per attached Endorsement AC7005 0316. Replaces All Previously Issued Certificate.										
CERTIFICATE HOLDER				CANC	ELLATION					
County of Monterey Its agents, officers & employees 168 West Alisal Street					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
3rd Floor				AUTHORIZED REPRESENTATIVE						

Salinas

CA 93901



Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 8/21/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-00. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of \$125, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premium: \$125.00

Tax: \$3.75

PO 05

SFCA: \$0.25

Name and Address of Person or Organization:

Total: \$129.00

The County of Monterey its agents, officers and employees; Contracts/Purchasing Department 168 West Alisal Street, 3rd Floor Salinas, CA 93901

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II Who is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

Mithela



Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 8/21/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name and Address of Person or Organization:

The County of Monterey

its agents, officers and employees; Contracts/Purchasing Department

168 West Alisal Street, 3rd Floor

Salinas, CA 93901

Premium: \$125.00

Tax: \$3.75

SFCA: \$0.25

Total: \$129.00

Location And Description of Completed Operations:

Those project locations where this additional insured coverage is required by contract.

Additional Premium: \$125

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Mithheur



Primary and Noncontributory – Other Insurance Condition

This endorsement, effective 12/1/2017 attaches to and forms a part of Policy Number FEI-ECC-24325-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

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

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

Primary and Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from other insurance available to the additional insured,



Waiver Of Transfer Of Rights Of Recovery Against Others to Us - Blanket

It is hereby agreed and understood that Endorsement #20 is deleted in its entirety and replaced with the following:

This endorsement, effective 12/1/2017, attaches to and forms a part of Policy Number FEI-ECC-24325-00. It modifies insurance provided under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium of <u>\$Applied</u>, it is agreed that the following changes are made to the Policy:

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

SCHEDULE

Name Of Person Or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

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

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM **BUSINESS AUTO COVERAGE FORM** MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s): THE COUNTY OF MONTEREY ITS AGENTS, OFFICERS AND EMPLOYEES

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II -Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments Bail Bonds
- F. Supplementary Payments Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV Business Auto Conditions Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be noncontributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

(2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

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

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

- The. Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.
- 2. The following paragraph is added to A.4. Coverage Extensions of SECTION III PHYSICAL DAMAGE COVERAGE:
 - c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

Page 2 of 7

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H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE,

- 2. Coverage Extensions, a. Supplementary Payments:
- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows;

A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

- 1. We will pay up to:
 - a. \$100 for a covered "auto" you own of the private passenger type, or
 - b. \$500 for a covered "auto" you own that is not of the private passenger type,

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

- This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

- In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Anv:
 - Overdue lease/loan payments at the time of the "loss";
 - Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - Security deposits not refunded by a lessor;
 - Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

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- Carry-over balances from previous leases.
- This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.
- 3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III — PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of 'SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
- If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. RENTAL REIMBURSEMENT COVERAGE

- This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
- We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".
 Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.
- 3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - b. The number of days shown in the Schedule.
- 4. Our payment is limited to the lesser of the following amounts:
 - Necessary and actual expenses incurred.
 - b. \$75 for any one day or for a maximum of 30 days.
- This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III PHYSICAL DAMAGE COVERAGE Coverage Extension.

Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

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covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

R. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

S. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

- C. Limit Of Insurance
- The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. 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.
 - Removable from a permanently installed housing unit as described in Paragraph
 a above or is an integral part of that equipment; or
 - c. An integral part of such equipment,
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:
 - Be based on an estimate which includes parts furnished by the original equip-

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ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
- 5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III — PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

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ously titled and which you purchased less than 365 days before the date of the "loss".

U. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" 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.
- b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" 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.

X. HIRED CAR - COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory GeneralConditionss replaced by the following:

(5) Anywheren the worldif a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

- Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
- Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
- Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

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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. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

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