Attachment C

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Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No.: A-11914

a. Approve a Professional Services Agreement with EMC Planning Group, Inc. (EMC) where the Base Budget is $254,986 with a Contingency of $45,014, for a total amount not to exceed $300,000, to provide the Moss Landing Community Plan Update Environmental Impact Report (EIR) (PD080541) in Moss Landing, for a term through May 31, 2011; and

b. Approve a Funding Agreement with various Project Applicants where the Project Applicants' portion of the Base Budget is $242,237 with a Contingency of $42,763 and Deposits for County Staff services are $49,467, for a total amount not to exceed $334,467, to allow funding to Monterey County for costs incurred by EMC and County departments to provide the Moss Landing Community Plan Update EIR (PD080541) in Moss Landing, for a term through May 31, 2011; and

c. Authorize the Director of Planning to execute the Professional Services Agreement, Funding Agreement and future amendments to these Agreements that do not significantly alter the scope of work or change the approved Agreement amounts. (PD060200/EMC Planning Group, Inc.)

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

a. Approved a Professional Services Agreement with EMC Planning Group, Inc. (EMC) (A-11914) where the Base Budget is $254,986 with a Contingency of $45,014, for a total amount not to exceed $300,000, to provide the Moss Landing Community Plan Update Environmental Impact Report (EIR) (PD080541) in Moss Landing, for a term through May 31, 2011; and

b. Approved a Funding Agreement with various Project Applicants where the Project Applicants' portion of the Base Budget is $242,237 with a Contingency of $42,763 and Deposits for County Staff services are $49,467, for a total amount not to exceed $334,467, to allow funding to Monterey County for costs incurred by EMC and County departments to provide the Moss Landing Community Plan Update EIR (PD080541) in Moss Landing, for a term through May 31, 2011; and
c. Authorized the Director of Planning to execute the Professional Services Agreement, Funding Agreement and future amendments to these Agreements that do not significantly alter the scope of work or change the approved Agreement amounts.

PASSED AND ADOPTED this 11th day of January 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, 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 75 for the meeting on January 11, 2011.

Dated: January 21, 2011

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

By Denise Hancock
Deputy

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES (MORE THAN $100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
EMC Planning Group, Inc.,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide the Moss Landing Community Plan Update Environmental Impact Report
.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 $ 300,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from May 4, 2010 **to** May 31, 2011, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. **PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. **TERMINATION.**

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured ***is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).*** *The required endorsement form for Automobile Additional Insured endorsement is* ***ISO Form CA 20 48 02 99.***

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Dalia Mariscal-Martinez, Management Analyst II	Teri Wissler Adam, Principal
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	EMC Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 649-1799
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space left blank intentionally

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Purchasing Manager	EMC Planning Group, Inc. Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: _____ (Signature of Chair, President, or Vice-President)*
Date: 2/9/11	MICHAEL GROVES, AICP, PRESIDENT Name and Title
By: _____ Board of Supervisors (if applicable)	Date: MAY 25, 2010
Date: _____	
Approved as to Form[1]	
By: _____ County Counsel	By: _____ (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: 6-1-10	TERI WISSLER ADAM, SECRETARY Name and Title
Approved as to Fiscal Provisions[2]	Date: MAY 25, 2010
By: _____ Auditor/Controller	
Date: 6-3-10	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: _____.

*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.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

1.0
PROJECT UNDERSTANDING

The County of Monterey is in the process of preparing an update to the Moss Landing Community Plan, which is a component of the North County Land Use Plan, Local Coastal Program. In addition, the County is processing several development applications within the planning area. The County desires to have one comprehensive, programmatic EIR prepared that would evaluate the Community Plan Update at a general level and several development or improvement projects at a specific level. The purpose of a programmatic EIR and various facets of the overall proposed project are discussed below.

1.1 PROGRAM EIR

CEQA Guidelines section 15168 states that a program EIR is an EIR that may be prepared on a series of actions that can be characterized as one large project and are related either 1) geographically, 2) logical parts in the chain of contemplated actions, 3) in connection with issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program, or 4) as individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects that can be mitigated in similar ways.

The advantages of a program EIR can 1) provide for a more exhaustive consideration of effects and alternatives than would be practical in an EIR on an individual action, 2) ensure consideration of cumulative impacts that might be slighted in a case-by-case analysis, 3) avoid duplicative reconsideration of basic policy considerations, 4) allow the lead agency to consider broad policy alternatives and program-wide mitigation measures at an early time when the agency has greater flexibility to deal with basic problems or cumulative impacts, and 5) allow reduction in paperwork.

1.2 MOSS LANDING COMMUNITY PLAN UPDATE

The Moss Landing Community Plan Update will be prepared by County staff. To assist with this effort, the County has retained Applied Development Economics (ADE) to conduct an economic development study. According to the RFP, the focus of the update will be to remove and replace out of date references, address policies that were applicable in the past but require revisions in response to changed circumstances, update the manner in which the Community Plan treats utility infrastructure including the need to address water availability, updating the sewer allocation system to accommodate existing and proposed development and allow for future development on land that has been granted land use, address Highway 1 circulation needs, address Periodic Review comments made by the California Coastal Commission, and update the design guidelines for the Community Plan. As enumerated in the RFP, specific modifications include the following: changes to the Land Use Map in four locations; revisions to land use designations in three locations; updating the design guidelines that are sensitive to the existing character of the community (all for expanded styles of historic architecture); revisions to the infrastructure plans associated with sewer, water, pedestrian and bicycle circulation, traffic, street lights, and wireless communications; and expand the Urban Services Boundary to include the Moss Landing Business Park, the Moss Landing Power Plant, and Moss Landing Switch Yard.

In addition to the specific development/improvement projects discussed in the next section, the following levels of development were considered in the Community Plan Update committee meetings:

- North Harbor
  - 130 motel rooms
  - 100-seat restaurant
  - Retail buildings (10,000 square feet)
- The Island
  - Commercial buildings (20,000 square feet)
- The Downtown
  - 20 residential units
  - 150-seat restaurant
  - Commercial buildings (10,000 square feet)
  - 30-unit motel

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Moss Landing Harbor District

  a. Island Property at 7881 Sanholdt Road – Redesign of tenant space within building.

  b. North Harbor Property

     1. Boat wash facility – waiting for resolution of waste water solution.

     2. 30 unit hotel identified in Moss Landing Community Plan.

     3. Pisto Restaurant (DA070532) – Construction of 6,000 square foot restaurant.

- Moss Landing Downtown Merchants

  Planning within the downtown area would include diversification of land uses, and may include, but not be limited to the following:

  a. 20 residential units;

  b. 150-seat restaurant;

  c. 10,000-square feet of commercial space;

  d. 30-unit motel;

  e. bed and breakfast opportunities; and

  f. other downtown uses to be determined.

- Moss Landing Green Business Park

This property is the old National Refractories site, which is located east of SR 1. It currently consists of approximately 295,687 square feet of existing, enclosed buildings and the County approved the development of a new 70,060 square foot warehouse in July 2008. This approval is currently on appeal at the Coastal Commission. The Community Plan Update is anticipated to include up to 400,000 square feet in additional buildings; however, this number has yet to be finalized for the draft Community Plan Update. Approved and anticipated uses include Coastal Dependent and Coastal Related Heavy Industrial Uses.

1.3 DEVELOPMENT/IMPROVEMENT PROJECTS

In addition to evaluating the environmental impacts of buildout of the Community Plan Update at a general level, the EIR would evaluate the following projects to a degree of specificity involved with the underlying activity. At the time of preparation of this proposal, no details beyond the information presented below about individual development projects were available. Although the team has attempted to identify the environmental issues that may be associated with these projects, any additional project details not included herein, may require revisions to the scope of work.

1. Monterey Bay Aquarium Research Institute Master Plan

Short Term

a. 7700 Sanholdt Road. 57,000-square foot research facility to provide laboratory space for several research center spaces, and removal of a finger pier to allow better maneuvering of existing research vessel.

b. 7600 Sanholdt Road. 34,000-square foot replacement of an existing building on parcel that currently houses Phil's Fish Market and MBARI facilities; this building will support research centers and activities associated with integration and testing of oceanographic equipment prior to deployment of research vessels.

Long Term (To begin in 2030)

c. 7500 Sanholdt Road. 66,500-square foot building that would support science and engineering ocean dependent research activities.

d. 7700 Sanholdt Road. 7,500-square foot dock house "k" with a 30-foot dock extension for marine operations staff and research vessel replacement.

2. Moss Landing Marine Laboratories

Short Term

a. 7539 Sanholdt Road. 36,000 square feet (warehouse, offices, shops, and off loading facilities) and 15,000 square feet of dock/wharf area. (20 Occupants)

Long Term

b. 7544 Sanholdt Road. 2,600 square feet of mixed use (office and warehouse facilities) (6 Occupants)

c. 7722 Sanholdt Road. 7,400-square foot research building, 8,520-square foot concrete slab for aquaculture, and 300-foot pier. (8-10 Occupants)

d. Sanholdt Center. Adjacent to main campus, 30,000-square foot residential housing, office and conference facility. (70 Occupants)

3. Gregg Drilling (Assessor's Parcel Numbers 133-251-004, 005, 006 008, 009)

a. 8,000- to 9,000-square foot building, 25 employees.

b. High tech operations will take place in the building (remote drilling, data collecting) and other fabrication.

c. Moss Landing would be the home port of the Quinn Delta.

d. Gravel's boat yard, custom covers and Woodward Marine will remain on site.

e. Installation of new bulkhead along shore, new dock and dredging of portion of the harbor.

4. Storm Drain Master Plan

The County proposes to install storm drain facilities along Sanholdt Road and Moss Landing Road. Drainage will be collected and released into the Harbor and across the Elkhorn Slough Foundation property into the Moro Cojo Slough.

2.0 ENVIRONMENTAL ISSUES AND ANALYSIS METHODOLOGY

The EIR would focus on the following environmental issues. Methodologies for addressing the environmental issues are discussed.

2.1 AESTHETICS

The community of Moss Landing is located within a unique coastal setting. The impacts associated with buildout of the Community Plan update will be generally analyzed and the detailed specific development projects will be analyzed in more detail. Determination of significance of impacts will be based upon Monterey County and Coastal Act policies.

2.2 AGRICULTURAL RESOURCES

The EIR will consider the potential impacts to existing farmland to the south at the existing agricultural/residential interface along the southern boundary of the plan area along Potrero Road as well east of the plan area behind the power plant and industrial park.

2.3 AIR QUALITY AND CLIMATE CHANGE

Air Quality

EMC Planning Group Inc. will prepare an air quality analysis that looks at buildout of the Community Plan Update at a programmatic level and each of the defined development projects at a project level. Each "project" will be evaluated consistent with the Monterey Bay Unified Air Pollution Control District CEQA Guidelines for demolition, construction, and operations.

Climate Change

A project's contribution to climate change is now addressed in the CEQA process. A greenhouse gas emissions analysis will be conducted using the methodology recommended by the State Office of Planning & Research.

EMC will conduct the following tasks to analyze the project's contribution to climate change.

1. Present existing policy and regulatory setting (Title 24 Standards/Energy Conservation, AB 1493, Executive Order S-3-05, AB 32, SB 97, proposed CEQA Guidelines revisions, Executive Order S-01-0-7, SB 375) and any efforts under way by the Monterey Bay Unified Air Pollution Control District to address the issue District-wide, and by the County of Monterey to address the issue at a county-wide level.
2. Discuss thresholds of significance or lack thereof.
3. Discuss the science and effects of global warming and the inventories of greenhouse gas emissions.
4. Quantify, to the extent feasible, the project's greenhouse gas emissions.
5. Identify impacts and recommend mitigation measures.

These reports would be included as appendices to the EIR.

2.4 BIOLOGICAL RESOURCES

The Moss Landing area is located within a unique environment, incorporating the Pacific Ocean, a harbor, sand dunes, and the mouth of Elkhorn Slough. The harbor serves as the gateway to the Elkhorn Slough National Estuarine Research Reserve, California's second largest marine wetland. This expansive tidal wetland is an important habitat for terrestrial and marine species, including sea otters, harbor seals, and over 250 resident and migratory bird species. Dune and wetland habitats also provide habitat for a number of rare plants.

For purposes of this EIR, terrestrial and marine resources will be included under the umbrella of the Biological Resources section. Tasks associated with both analyzing both types of resources are included below.

Terrestrial Biological Resources

A review of the California Natural Diversity Database (California Department of Fish and Game 2009) found the following special status plant species identified within the vicinity of Moss Landing that may occur within the plan boundary:

- Coast wallflower , (*Erysimum ammophilum*), CNPS list 1B.2 species
- Congdon's tarplant, (*Centromadia parryi* spp. *congdonii*), CNPS list 1B.2 species
- Monterey spineflower, (*Chorizanthe pungens* var. *pungens*), federally threatened, CNPS list 1B.2 species
- Pajaro manzanita , (*Arctostaphylos pajaroensis*), CNPS list 1B.1 species
- Robust spineflower, (*Chorizanthe robusta* var. *robusta*), federally endangered, CNPS list 1B.1 species
- Saline clover, (*Trifolium depauperatum* var. *hydrophilum*), CNPS list 1B.2 species
- Sand gilia, (*Gilia tenuiflora* ssp. *Arenaria*), federally endangered, state thtreatened, CNPS list 1B.2 species
- Seaside bird's beak, (*Cordylanthus rigidus* ssp. *littoralis*), state endangered, CNPS list 1B.1 species
- Protected Vegetation Communities: Central Dune Scrub, Coastal and Valley Freshwater Marsh, Coastal Brackish Marsh, and Northern Coastal Salt Marsh

In addition, the following wildlife species have been recorded in the project vicinity and may also occur within the plan area

- Bank swallow, (*Riparia riparia*), state thtreatened
- Black legless lizard, (*Anniella pulchra nigra*), state species of concern
- Burrowing Owl, (*Athene cunicularia*), state species of concern
- California brackishwater snail (mimic tryonia), (*Tryonia imitator*), state species of concern
- California clapper rail, (*Rallus longirostris obsoletus*), federally endangered, state endangered
- California red-legged frog, (*Rana aurora draytonii*), federally threatened, state species of concern

- California tiger salamander, (*Ambystoma californiense*), federally threatened, state species of concern, candidate for higher state listing
- Globose dune beetle, (*Coelus globosus*), protected
- Monarch butterfly, (*Danaus plexippus*), protected
- Salinas harvest mouse, (*Reithrodontomys megalotis distichlis*), protected
- Santa Cruz long-toed salamander, (*Ambystoma macrodactylum croceum*), federally endangered, state endangered, fully protected species
- Short-eared owl, (*Asio flammeus*), state species of concern
- Southern sea otter, (*Enhydra lutris nereis*), federally threatened, state fully protected species
- Tidewater goby, (*Eucyclogobius newberryi*), federally endangered, state species of concern
- Western pond turtle, (*Actinemys marmorata*), state species of concern
- Western snowy plover, (*Charadrius alexandrinus nivosus*), federally threatened, state species of concern

The following tasks will be implemented to address biological resources within the plan area:

1. Compile and review all available project information, including topographic maps, plan maps indicating the areas of potential effect (i.e., vegetation removal, building envelopes, etc.), and project descriptions. Conduct peer review of the Biological Survey prepared by Rana Creek Habitat Restoration dated October 10, 2008 and the Biotic Assessment by Assegued & Associates.

2. Conduct a background data search to determine biological resources known to occur in the vicinity of the plan area. These data will be obtained from the Inventory of Rare and Endangered Vascular Plants of California (California Native Plant Society, 2001), the California Department of Fish and Game (CDFG) Natural Diversity Data Base (CNDDB), lists from CDFG and U. S. Fish and Wildlife Service, and biological inventories conducted on adjacent properties, if available.

3. Conduct a reconnaissance-level field survey of the plan area and with a focus on the three project areas in order to (1) identify and map the principal plant communities, (2) assess the potential for special-status species and their habitats, wildlife movement corridors, potential jurisdictional wetlands, protected trees, and other significant biological resources to occur in the project area, and (3) identify and map any observed locations of special-status species and/or sensitive habitats occurring in the project area.

4. Prepare biological resources section of the EIR analyzing the Community Plan as a whole as well as each of the three specific projects. This section will include a description of existing habitats and plant and animal species found and the occurrence of and/or potential for special-status species and their habitats. Maps will be prepared illustrating habitat types and the location(s) of special-status species occurring in each of the three project areas, if necessary. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts to the extent possible.

Note: Focused or protocol-level surveys for animal species are not included in this proposed scope of work. The presence or absence of certain species can be determined during the reconnaissance-level site assessment. If appropriate habitat for special status species is observed during the site assessment, species-specific surveys may be required (i.e., surveys for annual plants not in bloom at the time of the reconnaissance-level survey, protocol-level surveys for special-status wildlife species, etc.).

Marine Biological Resources

In addition to potential impacts to terrestrial biological resources, impacts to marine resources may also occur. Projects requiring disturbance to ocean environments (such as pier construction or removal) may impact marine mammals, fish, and benthic communities. Marine mammals are protected under the Marine Mammal Protection Act, and fish and benthic flora and fauna are protected by the Magnuson-Stevens Act and the Endangered Species Act. EMC Planning Group Inc. proposes to team with Applied Marine Sciences to address marine issues. Their scope of work is as follows:

1. Collection of Applicable Literature

   The first step in producing the EIR for the update of the MLCP will be to collect applicable documents, reports and other literature for marine biological resources and water quality in the Moss Landing area. AMS has an extensive library of documents, including the Proponents Environmental Assessment for the proposed desalination facility at the Moss Landing Power Plant and other literature gathered by AMS for the Coastal Water Project EIR.

   AMS also will obtain the following project documents:

   - Biological Survey prepared by Rana Creek Habitat Restoration dated October 10, 2008;
   - Essential Fish Habitat Report for the North Harbor Redevelopment Project by Terrestrial & Aquatic Biological Resources;

- Survey of North Harbor Eelgrass Beds by ABA Consultants;
- Marine Habitats and Bathymetry Around Skippers Restaurant & North Harbor Visitor Serving Area by ABA Consultants; and
- Biotic Assessment by Assegued & Associates.

All this material will be reviewed for applicability to the project and to help determine whether additional information might be needed to adequately describe existing conditions and determine impacts and mitigations for the development activities included in the MLCP update.

2. Describe Existing Conditions, Marine Biological Resources

Occurring near the mouth of an estuary with extensive wetlands and agricultural drainages, the Moss Landing area supports diverse marine biological resources. These include will be thoroughly described including the following:

- Regional setting;
- Regulatory setting;
- Habitats in the area with associated benthic and planktonic invertebrates, algae, fishes, birds and mammals;
- Sensitive habitats, such as eelgrass beds and essential fish habitat; and
- Special status species, such as green sturgeon, Chinook and Coho salmon, southern sea otter and other marine mammals.

Emphasis will be placed on sensitive habitats and foraging or resting areas for marine mammals and special status species. Tabular information will be provided including lists of species by major group, with their likelihood of occurring in the project area and season of occurrence.

3. Analysis of Potential Impacts

Impacts associated with implementation of the MLCP update could result from construction and operation of new or revised developments. Construction impacts could include the following:

- Physical disturbances or loss of habitats and associated temporary or permanent loss of biota;
- Disturbances of wildlife associated with construction activities, noise and light;

- Reduced water quality or degraded habitats associated with resuspension of contaminated sediments or runoff from land of spilled fuel, construction materials, or sediments.
- Operational impacts could include the following:
- Disturbances of wildlife associated with elimination of habitat or increased activities, noise and light;
- Reduced water quality due to increased storm runoff associated with possible increases in impervious area.

All impacts will be characterized by their duration, significance and potential for mitigation. Short-term impacts will typically be associated with construction activities. Long-term impacts will be associated with permanent operational activities. The significance of impacts will be determined by comparing them with applicable regulatory standards and criteria, including:

- The California Ocean Plan,
- National Marine Fisheries Service criteria for disturbance or "take" of marine mammals,
- The likelihood for increasing contaminant concentrations in prey items of special status species,
- The comparison between the amount of habitat affected by the proposed implementation of the updated MLCP and the total amount of that habitat in the area, and
- The availability of suitable measures for mitigation.

4. Mitigation Strategy

Mitigation measures will be developed wherever possible to reduce impacts to less than significant. Potential mitigations could include the following:

- Restriction of some construction activities to certain hours of the day or months of the year;
- Use of construction methods or practices to reduce disturbances, resuspension of sediments and runoff, such as use of wattle, detention basins, boom skirts, etc.;
- Implementation of design practices, such as Low Impact Development, to reduce storm runoff from impervious surfaces;

- Remediation of disturbed habitat; and
- Construction of eliminated habitat elsewhere.

This report would be included as an appendix to the EIR.

2.5 CULTURAL RESOURCES

Archaeological Consulting will prepare a Cultural Resources Evaluation Report, which will consist of the following scope of work:

1. Request a background search of the records at the Northwest Regional Information Center at Sonoma State University to determine the locations of previously recorded archaeological sites and historical resources within the project area and in the immediate vicinity, as well as to obtain a complete bibliography of all reports completed to date in Moss Landing, Monterey County, California. We will also complete local research at historical societies and county agencies. We will review the previous project reports, site records and updates, and local research data and will include all pertinent findings in the Cultural Resources Evaluation Report for the current project.

2. Request a Sacred Lands File Search through the Native American Heritage Commission and will conduct consultation with Native American individuals and/or groups and other interested parties as directed by the Commission.

3. Undertake site visits to those specific project areas with currently proposed short and long range plans/projects which have not yet been subject to archaeological study. We will also make site visits, where necessary, to confirm the findings of existing cultural resources reports in order to determine the overall cultural resources sensitivity of the area.

4. Complete a Cultural Resources Evaluation Report which will contain findings and recommendations, including testing and/or mitigation measures, as appropriate, for the Moss Landing Community Plan project area.

This report would not be included as an appendix to the EIR, but would be submitted to the County staff under separate cover.

2.6 GEOLOGY AND SOILS

This section of the EIR will address the general nature of the Community geology and soil. Issues to be addressed include the following: faulting and seismic shaking, liquefaction, landslides, erosion, and soil capabilities. The issues will be addressed in a general nature unless site specific investigation has been conducted on development sites and those reports are available for our use.

2.7 HAZARDS AND HAZARDOUS MATERIALS

This section of the EIR will be completed based upon existing information available from public sources and from the applicants of specific development projects. A significant amount of work was accomplished for projects in the vicinity, some of which is available in EMC's library.

2.8 SURFACE WATER HYDROLOGY AND WATER QUALITY

EMC Planning Group Inc. will prepare a surface water hydrology and water quality section of the EIR that looks at buildout of the Community Plan Update at a programmatic level and each of the defined development projects at a project level. Where it applies to marine resources, coordination on the section will occur with Applied Marine Resources as described below. We will identify proposed mitigation measures as appropriate. Water demand and supply will be addressed in the utilities section of the EIR.

Marine water quality in the project area is influenced by complex interactions among oceanographic, tidal, meteorological and land use processes. In particular, a description of marine water quality in the project area will require consideration of the following:

- The Monterey Submarine Canyon comes within 2.25 miles of shore;
- The Salinas and Pajaro rivers, as well as agricultural drainages surrounding Elkhorn Slough discharge into the area;
- There is regular tidal exchange between Moss Landing Harbor/Eklhorn Slough and Monterey Bay;
- Historic land uses around Moss Landing Harbor have contributed to high concentrations of contaminants in the sediments.

All these factors help create seasonally varying water quality in Moss Landing Harbor and Elkhorn Slough that contribute to existing conditions.

2.9 LAND USE AND PLANNING

This section of the EIR will address the proposed project's consistency with the North County Land Use Plan (the focus of the consistency analysis), the County General Plan, Title 20, the Coastal Act, the Clean Air Plan, and the Regional Transportation Plan. EMC Planning Group Inc. will incorporate a consistency matrix prepared by County staff discussing consistency with relevant policies of the North County Land Use Plan, if available.

2.10 NOISE

The level of development envisioned for the Community Plan Update would result in noise-related construction and operational activities. Brown-Buntin Associates will conduct a noise analysis and prepare a technical report for the EIR. The scope of work follows:

1. Document existing ambient noise levels within the plan area by conducting 24-hour noise measurements at up to four (4) representative locations within the plan area. Identify major sources of community noise within the plan area and develop generalized noise exposure information for those sources for existing conditions. Known sources of noise in the area include State Highway 1, commercial/industrial uses, and the existing power plant.

2. Develop future noise exposure information for potential new transportation and stationary noise sources in the community plan area, including the prospective projects identified in the RFP. This task will also include consideration of potential short-term noise impacts related to construction of roadways and other infrastructure improvements in the plan area. Future traffic noise in the community plan area will be quantified based upon the FHWA Traffic Noise Model and traffic data to be provided by other members of the project team.

3. Compare project-related noise levels and expected long-term changes in the ambient noise environment within the plan area to applicable Monterey County noise compatibility criteria and the CEQA Guidelines. Prepare generalized recommendations for noise mitigation as may be required.

4. Prepare a report describing the methods, data, findings and recommendations for noise mitigation of the study.

This report would be included as appendix to the EIR.

2.11 POPULATION AND HOUSING

This section of the EIR will evaluate whether or not the Community Plan Update and development projects would induce population growth in the area, displace existing housing, or displace people, thereby necessitating the construction of housing elsewhere.

2.12 PUBLIC SERVICES AND UTILITIES

Water

The key water supply issue is the long-term availability of supply to meet additional demand in Moss Landing. Pajaro Sunny Mesa Community Services District (PSMCSD or CSD) is the major provider of water supply to Moss Landing, having recently assumed responsibility for water supply from the Alisal Water Company. PSMCSD also serves multiple communities in northern Monterey County, including Pajaro and Sunny Mesa within the Pajaro Valley Water Management Agency (PVWMA).

The Moss Landing water system uses local groundwater from the lower Salinas Valley groundwater basin. This basin has been in overdraft with significant seawater intrusion of the 180-foot and 400-foot aquifers; Moss Landing is situated on the northern margin of the 500-mg/L chloride area mapped by Monterey County Water Resources Agency (MCWRA) as indicating seawater intrusion. Seawater intrusion (indicated by 100 mg/L chloride concentrations) also has been mapped to the north of Elkhorn Slough by PVWMA. As described by Monterey County LAFCO, local groundwater also is affected by nitrate contamination.

A portion of the Moss Landing Community Plan (MLCP) area extends north of Elkhorn Slough into PVWMA, although this area is not within the existing or proposed Urban Services Boundary. According to the LAFCO Municipal Services Review, the Moss Landing water system is located beyond the jurisdictional area of the PVWMA and export of water from the PVWMA to Moss Landing is prohibited by PVWMA ordinances. PSMCSD has been exploring additional water supplies, including a regional desalination plant in Moss Landing.

With regard to the proposed MLCP, the Moss Landing Community Plan Update Committee expressed concern over the sufficiency and capacity of water supply facilities to provide existing and proposed needs and the long-term sustainability of water sources. PSMCSD has indicated that water supply is sufficient for existing connections and planned development, but not for additional growth. The CSD also indicated additional needed facilities including a water pipeline, storage tank, and other improvements. Committee recommendations include possible phasing of new development, encouragement of water demand management, and pursuit of

additional water sources (e.g., desalination) to provide long-term supply while minimizing seawater intrusion.

The issue of long-term water supply sustainability will be addressed with a Water Supply Assessment (WSA) prepared in accordance with California Water Code section 10910 (also termed Senate Bill 610 or SB 610). This statute requires detailed assessment of water supply availability prior to the approval of large projects. In order to ensure compliance, our approach will follow the Department of Water Resources (DWR) Guidebook for Implementation of Senate Bills 610 and 221 and provide step-by-step documentation of water supply and demand.

The existing Moss Landing water supply is groundwater; if any planned additional demand as part of the MLCP is satisfied with groundwater, then the California Water Code section 10910, subdivision (f) requires analysis of the sufficiency of the groundwater basin to meet the projected water demand associated with the proposed project. This includes documentation of the groundwater basin, as defined by the DWR and modified by recent court decisions such as *OWL Foundation v. City of Rohnert Park.* Documentation also is required of the condition of overdraft and efforts being undertaken to eliminate the overdraft. The water code also requires detailed description of the amount and location of existing and future groundwater pumping (based on readily available information).

Our proposed scope of work includes documentation of local groundwater resources. We recognize that PSMCSD has not proposed to provide groundwater to satisfy additional growth beyond what already is planned. However, groundwater could potentially be used, barring strict regulation of private well pumping.

If the water supply and demand analysis indicates that water supply is insufficient, we will summarize PSMCSD plans for acquiring additional water supply. As described in the 2006 LAFCO Municipal Services Review, PSMCSD secured a 98-year lease for a 20 acre site including existing seawater intake and outfall pipes, and entered into a development agreement with Poseidon Resources Corporation to pursue permits and other approvals for the project. The CSD also was reported to be seeking other agencies interested in partnering in this project. The WSA will document current efforts to obtain additional supplies. To fulfill SB 610 requirements, the summarized plans will include an estimate of costs, identification of required permits, and a timeframe to develop the water supplies.

If the water supply is deemed insufficient, the County may still approve the project but it must include that determination, based on the entire record, in the findings for the project. It must include substantial evidence in the record to support its approval of the project.

Todd Engineers will address groundwater issues and prepare the WSA. Their scope of work is as follows:

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

1. Kick-off Meeting, Data Acquisition and Review. Todd Engineers will attend the project kick-off meeting and acquire and review relevant existing information regarding water supply and demand for the project. The WSA will focus on the MLCP area, with appropriate reference to the lower Salinas Valley groundwater basin. We understand that no Urban Water Management Plan—a foundational document for a Water Supply Assessment—is available from PSMCSD, reflecting its limited number of connections.

   The data acquisition task will begin with review of the water-related sections of the Moss Landing Economic Development Strategy, prepared by Applied Development Economics, which will provide important background information on water supply and demand. In addition, we will utilize information from our own extensive files, including hydrogeologic reports and existing water supply studies. As needed, we will contact the CSD and the Monterey County Department of Health, Environmental Health Division (EHD) to acquire available information on the Moss Landing water system, including recent and historical water supply and water demand data. We will also contact the CSD, EHD and MCWRA to obtain information on local wells and pumping. Existing MCWRA documents will be used to document local groundwater overdraft and seawater intrusion conditions and the effectiveness of the Salinas Valley Water Project in limiting seawater intrusion. We will also gather relevant information on the proposed Coastal Water Project in terms of future regional water supplies and potential cumulative impacts of any proposed groundwater development.

   We anticipate provision of specific population and water demand data for the proposed phased alternatives for the next 20 years. If the data are not provided in five-year increments suitable for a WSA, we will provide the necessary estimates (e.g., interpolations) using available information. For this scope, it is assumed that data will be provided electronically in spreadsheets (Excel) and/or databases (GIS).

2. Water Supply and Demand Assessment. Evaluate water supply and demand for the project during normal and drought conditions in five-year increments with projections over the next 20 years. Water supply and demand will be compared to assess the sufficiency of water supply for the MLCP project in light of Moss Landing's total water supply and demand. If the supply is deemed insufficient, we will appropriately document PSMCSD plans for water supply augmentation.

   2a. Assess Water Demand. Water demands are required to be quantified by water use sectors in five-year increments, insofar as data are available. Recognizing that the MLCP involves no expansion of the plan boundary or definition of new land uses on undeveloped land, then the focus of this assessment will be on comparison of existing and planned future water demands in order to quantify any additional demand. The additional demand of the MLCP will be evaluated using information from the Moss

Landing Economic Development Strategy. We anticipate receiving land use data for each phased alternative, such as number of hotel units, retail floor space, industrial uses, and irrigated park acreage, plus water use factors. Our assessment will include independent review of water demand estimates.

2b. Assess Water Supply. Groundwater is the existing source of supply; accordingly, we will provide the documentation of groundwater required by section 10910. The CSD currently has wells in the service area that provide water supply and historical groundwater use will be documented insofar as data are available, for example, from the Moss Landing Economic Development Strategy document. The assessment will provide a succinct evaluation of the groundwater supply in terms of quantity, quality, and sufficiency. This will involve using DWR and MCWRA documents to describe the groundwater basin, local groundwater management, and condition of the basin in terms of overdraft. This section will include an assessment of the sufficiency of groundwater as a possible source of supply for the project. A summary table will document existing and planned water supplies for the Moss Landing service area of PSMCSD in 5-year increments over a 20-year projection.

2c. Evaluate Drought Supply and Demand. This evaluation will address water supply not only for normal years, but also for single-year and multiple-year droughts. We anticipate defining drought conditions for each source of supply by using information from the PSMCSD, Monterey County Planning Department, Monterey County Health Department, and other local agencies. We will also estimate the expected reduction in water demand in response to water conservation.

2d. Determine Sufficiency. The water supply assessment will provide a discussion of the sufficiency of water supply for the project. This will involve comparison of total water supply and demand for the service area with and without the project under normal conditions with a projection in five-year increments over a 20-year period. The discussion will also address the 20-year projected water supply and demand under single-year and multiple-year drought conditions.

If the analysis indicates that water supply is insufficient, we will describe PSMCSD plans for acquiring additional water supply. In accordance with WSA requirements, these plans will include an estimate of costs, identification of required permits, and a timeframe to develop the water supplies.

2e. Evaluate Impacts and Identify Mitigation. We propose combining the CEQA evaluation of potential impacts into the WSA report; this is not only cost-effective, but will allow consideration of water supply and groundwater issues in one cohesive document. The evaluation will focus on the potential impacts of possible increased

groundwater pumping in the future, including potential drawdown impacts on nearby wells, and cumulative impacts on regional overdraft and seawater intrusion. Evaluation of the availability of long-term water supply will be addressed in Task 2d.

If impacts are deemed significant, mitigation measures recommended for the project are likely to include measures to reduce demand. These could involve alternative project design and phasing, additional water conservation measures, and acquisition of additional supplies. With regard to cumulative impacts, development of mitigation measures will be based in part on ongoing water management planning.

3. Reporting. This task involves preparation of an administrative draft, draft and final WSA report.

   3a. Administrative Draft WSA Report. The water supply assessment will be presented in an administrative draft report for EMC and County staff review; we anticipate that this draft also will be provided to MCWRA. The text of the report will be concise and focused on relevant tables. Graphics may be limited to a study area location map and a map of water supply facilities; we anticipate that existing GIS graphics would be available.

   3b. Draft WSA Report. Comments will be incorporated into the draft WSA report, which will be provided to PSMCSD for review and comments; these will be addressed in the Final WSA Report.

   3c. Final WSA Report. The Final WSA Report will be included as an appendix to the DEIR. The PSMCSD, as the water purveyor, should approve the report prior to release of the draft EIR.

4. Meetings. We assume Todd Engineers will participate in at least one meeting in Monterey County. Todd Engineers can participation in additional meetings and hearings on an as-needed basis.

Wastewater

The proposed project includes expanding the Urban Service Line to include the Moss Landing Business Park, the Moss Landing Power Plant, and the Moss Landing Switch Yard so that they may remove existing septic systems and connect to the sewer system. This would likely result in a beneficial environmental impact. The Monterey Regional Water Pollution Control Agency indicates that they have sufficient capacity in the regional treatment plant to serve the new projects. The EIR will evaluate the physical environmental effects of the local infrastructure upgrades (piping, lift station, etc.) in order to serve buildout. EMC Planning Group Inc. will base this EIR section on the results of Harris and Associates, *Addendum – Engineering Report for*

Sanitary Sewer System Loss Landing California, and SFE Global, *City of Moss Landing, Sanitary Sewer Flow Monitoring* reports as well as technical information provided as the Moss Landing Storm Sewer Authority project description develops.

Emergency Services

This section of the EIR will address law enforcement, fire protection and ambulance service. The existing locations of the nearest stations and service providers will be described, as well as the existing response times. Environmental impacts, if any, will be described.

2.13 TRANSPORTATION/TRAFFIC

The purpose of the transportation analysis is to evaluate the impacts of the updated Moss Landing Community Plan and three specific projects proposed within the planning area. The Community Plan needs only a program level CEQA analysis, while the individual projects will need project level analyses. A stand-alone transportation impact analysis report will be prepared.

Traffic studies have been prepared for some of these proposed projects and these studies are available as input into the current analysis. These previous traffic studies as well as on-going planning studies by Caltrans have identified some potential improvements along Highway 1 to improve operations and safety. These improvements will be considered in the evaluation of the impacts and potential mitigation.

The impacts of the Community Plan and the developments will be evaluated following guidelines of the Monterey County and incorporate guidelines from Caltrans and the Transportation Agency for Monterey County (TAMC) as needed. While the focus of the analysis will be on the Highway 1 corridor and access to the local roadway system, it will also consider potential impacts to the bicycle, pedestrian, and transit systems. For the individual project, the transportation analysis will also address site access and on-site circulation where detailed site plans are available.

The intersections will be evaluated for the highest peak hour occurring during the weekday morning (7:00 – 9:00 AM) and evening (4:00 – 6:00 PM) peak periods for the following scenarios:

Scenario 1: Existing Conditions – Existing volumes obtained from previous traffic studies plus projected traffic generated by existing but unoccupied buildings in the Moss Landing Green Business Park site. .

Scenario 2: Individual Project Conditions – Existing volumes plus traffic generated by each of the development projects listed below:

- Monterey Bay Aquarium Research Institute (MBARI)
- Moss Landing Marine Lab-California State University (Marine Labs)
- Gregg's Drilling

Scenario 3: No Project Cumulative Analysis – Year 2030 cumulative analysis scenario will be developed using the AMBAG model to determine a growth factor for through traffic on Highway 1 with origins and destinations outside the immediate Moss Landing study area.

Scenario 4: Community Plan Cumulative Analysis – Year 2030 cumulative traffic volumes including the Community Plan Buildout and the three projects listed above. The AMBAG model will be used to determine a growth factor for through traffic on Highway 1 with origins and destinations outside the immediate Moss Landing study area.

The following key intersections will be evaluated for potential impacts during the weekday peak periods:

Intersections:

1. Highway 1 / Dolan Road
2. Highway 1 / Moss Landing (North)
3. Highway 1 / Moss Landing (South) – Potrero Road
4. Highway 1 / Merritt Road (Highway 183)

Fehr & Peers Transportation Consultants will complete the following tasks for the transportation analysis:

1. Review Existing Reports & Collect Available Data

   Fehr & Peers will review the previous traffic studies and collect the available data for the planning area. Traffic studies have been performed by Higgins & Associates (now Hatch-Mott-McDonald), James Jeffery, and Hexagon Transportation Consultants. The most recent report was prepared in July 2008 and will be the primary source of data used for the analysis.

Fehr & Peers will also work with Monterey County staff to get a concise definition of the Community Plan land uses and the details of the individual development projects.

2. Kick Off Meeting & Site Reconnaissance

A meeting will be held between Fehr & Peers, Monterey County, and Caltrans to discuss the study scope, technical approach, and analysis methodologies. The meeting will also include a discussion of existing operational or safety issues within the study area and the proposed or planned transportation improvements within the study area. Following the kick off meeting, Fehr & Peers will visit the study area to access the existing conditions as compared to the information provided in the earlier reports and to better understand the proposed or planned roadway improvements.

3. Prepare Trip Estimates & Finalize Scope of Work

The amount of traffic generated by the proposed Community Plan and the individual projects will be developed. Additionally, Fehr & Peers will develop trip generation estimate for the existing unoccupied buildings on the Moss Landing Green Business Park site. Since many of the proposed uses are specialized services or activities, it may be necessary to use sources other than the Institute of Transportation Engineers Trip Generation publications to prepare the trip generation estimates. In these cases, the trip generation may be estimated based on operational factors such as the number of employees, number of visitors, hours of operation, etc.

The directions of approach and departure for the Community Plan, project traffic, and unoccupied buildings will be estimated based on the existing travel patterns and the relative locations of complementary land uses (e.g., location of residential neighborhoods). The distribution will be further refined using the knowledge for previous studies, input from county staff and output from the AMBAG travel demand model.

The trip distribution pattern and trip assignments will be submitted to County staff for review and approval. Refinements to the trip assignments will be made based on staff comments and the list of study intersections may be modified based on these refinements. If needed, the scope of work will be refined to address issues raised during consultation with County staff and Caltrans.

4. Evaluate Existing Conditions

Existing intersection and highway segment traffic counts will be obtained from published reports and each jurisdiction's data sources. All counts will be dated 2008 or later. Any new counts will be conducted as an additional service. Trips developed in Task 3 above

associated with the unoccupied existing buildings on the Moss Landing Green Business Park site will be added to the counts to develop volumes under Existing Conditions.

The physical characteristics of the site and the surrounding roadway network will be reviewed during a site visit to verify existing roadway cross-sections, intersection lane configurations, traffic control devices, surrounding land uses, and the locations of pedestrian, bicycle, and transit facilities. Observations of traffic operations will be conducted to verify or explain calculated service levels.

The existing operation of the key intersections will be evaluated with level of service calculations using the *2000 Highway Capacity Manual* (HCM) operations method to provide consistency with County and Caltrans guidelines. The SYNCHRO 6 analysis software will be used to calculate the Level of Service of unsignalized intersections. This approach is consistent with previous County studies for the Moss Landing planning area and Caltrans TIA guidelines. A description of existing transit, bicycle, and pedestrian facilities will also be included as part of this task.

In addition to evaluating the operations of the intersections, Fehr & Peers will review the available accident data for Highway 1. Request will be made to both the County and Caltrans for updated information on accidents within the study area. This data will be used in preparing potential mitigation and recommendations for improved access within the planning area.

5. Evaluate Each Specific Development Project

The project generated trips estimated in Task 3 above will be added to the Existing Conditions. Level of service calculations will be prepared for each individual project to estimate the operating levels of the study intersections with project-generated traffic under this scenario. Operation of study intersections will be analyzed based on the LOS results. In addition, the need for extending left-turn pockets at study intersections near the site to accommodate projected queues from the SYNCHRO analysis will be noted for key left-turn movements where the projects add traffic. If the addition of a project's traffic results in an operational or safety deficiency, those issues will be identified.

The effect of the proposed project on bicycle, pedestrian, and transit facilities and services will also be addressed under this task. Potential conflicts with existing or planned non-automobile mode improvements will be identified. The level of this analysis may vary between projects depending on the availability of a detailed site plan. Since Fehr & Peers specializes in bicycle and pedestrian planning, we will note any impediments to these forms of access to the project site.

In order to simplify the review of the project level evaluations, the results of the project level analyses will be summarized in a matrix or graphic format. This matrix will identify if there are specific impacts at intersections that are generated by an individual project.

6. Evaluate Year 2030 with No Project Conditions

An annualized growth factor will be applied to existing volumes to estimate additional through traffic growth to Year 2030. The growth factor will be determined in consultation with County staff using historical traffic counts and information from the Association of Monterey Bay Area Governments (AMBAG) travel demand model.

Intersection level of service calculations will be conducted to estimate the operating levels of the study intersections without project generated traffic. Operation of study intersections will be evaluated based on the LOS results. Calculations will be made to determine the level of traffic contributed by each of the development projects at the study intersections. These calculations will be made by comparing the overall growth in traffic to the project trips using the intersection.

7. Evaluate Year 2030 with Community Plan Conditions

The traffic generated by the Community Plan and the individual developments will be added to the 2030 No Project Conditions to create the Cumulative Project Conditions. The Year 2030 Community Plan Conditions analysis will assume full development of the Community Plan land uses and the individual development projects. The traffic generated from the Community Plan and the individual development projects will be added to the Year 2030 No Project Conditions.

Intersection level of service calculations will be conducted to estimate the operating levels of the study intersections with project-generated traffic under this scenario. Operation of study intersections will be evaluated based on the LOS results. Calculations will be made to determine the level of traffic contributed by each of the development projects at the study intersections. These calculations will be made by comparing the overall growth in traffic to the project trips using the intersection.

8. Evaluate Site Access, and On-Site Circulation

Site access and on-site circulation will be evaluated for the three proposed development projects based on the site design, adjacent roadways, and driveway layout. The extent of this review will be dependent on the site plan provided. The number of proposed access points and the required traffic control devices will be reviewed as part of this task.

To the extent possible, the existing parking supply and the projected parking demand will be evaluated. This analysis will include comparing the proposed supply to city standards.

9. Identify Significant Impacts and Recommend Mitigation Measures

Significant impacts will be identified using appropriate criteria for each travel mode and circulation issue. Project impacts from the proposed development will be identified by comparing the results of the level of service calculations for Background Conditions to the results for individual Project Conditions. Year 2030 (long-term) impacts of the proposed Community Plan will be identified by comparing the results of the level of service calculations for Year 2030 No Project Conditions. County and Caltrans TIA guidelines will be used to identify impacts for the facilities.

For significant impacts, feasible mitigation measures will be recommended to reduce impacts to a less than significant level where possible. Measures could include physical improvements such as adding turn lanes, installing traffic signals, or restricting turning movements. Schematic diagrams of physical improvements will be provided as an additional service and potential secondary impacts of those mitigation measures (e.g., additional right-of-way, tree removal, negative impacts to bicyclists and pedestrians) will be identified based on field observations.

Safety on Highway 1 is the primary traffic issue for the Moss Landing Planning Area. Previous and ongoing traffic studies have examined the need to provide access to adjacent land use and serve regional through traffic in a safe and efficient manner. The ongoing Caltrans' Highway 1 Corridor System Management Program is considering options to improve traffic flow and safety within the planning area. These options range from improvements within the existing alignment to creating a new by-pass of the planning area. Fehr & Peers will review the recommendations from previous studies and coordinate with Caltrans and the County regarding ongoing planning effort in order to develop a comprehensive approach to providing access to the planning area and enhancing the safety on Highway 1.

Project impacts to the surrounding transit, bicycle, pedestrian facilities and parking will also be identified. Measures to mitigate project impacts on these facilities will be recommended including providing appropriate linkages to adjacent land uses, and improving facilities for all modes including bus turnouts, shelters, etc.

10. Prepare Documentation

Fehr & Peers will prepare a stand-alone transportation impact analysis (TIA) report, which will include text, graphics, and tables to describe the potential impacts of the proposed project and corresponding mitigation measures. An administrative draft of the report will be submitted for review and comment. Fehr & Peers will address any questions and make any corrections needed to the document and a draft report will be prepared for review by

County staff. Fehr & Peers will address any questions and make any corrections needed to the document and prepare a final TIA for public review and circulation with the environmental document.

This report would be included as an appendix to the EIR.

2.14 EFFECTS FOUND TO BE LESS THAN SIGNIFICANT

This section of the EIR will briefly summarize environmental impacts that were found to be less than significant and eliminated from further discussion.

2.15 CUMULATIVE IMPACTS

If the County's General Plan Update has been adopted prior to beginning this section of the EIR, EMC would use the County's General Plan Update EIR to prepare this section. If the Update has not yet been adopted, EMC will work with County staff to develop a cumulative impact scenario to evaluate in the EIR.

2.16 OTHER SECTIONS REQUIRED BY CEQA

Other areas that will be addressed, consistent with the CEQA Guidelines, include irretrievable commitment of resources. Significant and unavoidable impacts will also be summarized. The EIR will include all sections required by CEQA including the summary, a project description, and impacts and mitigation measures.

2.17 ALTERNATIVES

The EIR will evaluate up to three alternatives in addition to the no project alternative. These alternatives will be developed in consultation with County staff.

3.0
SCOPE OF WORK

EMC Planning Group Inc. ("Consultant") proposes to prepare documentation in compliance with CEQA as identified in the County's request for proposals. The scope of work includes the following deliverables:

- Project Description for the EIR;
- Notice of Preparation;
- Technical Reports;
- Administrative Draft Environmental Impact Report (EIR);
- Proof Draft EIR;
- Draft EIR;
- Response to Comments; and
- Final EIR with Mitigation Monitoring & Reporting Program.

In addition, two optional tasks are presented:

- CEQA Noticing
- CEQA Findings and Statement of Overriding Considerations

The EIR will be prepared in a manner that is concise, clear, and easy to read for the general public. The environmental documents will be prepared in accordance with CEQA and the state CEQA guidelines. The scope to be undertaken toward the completion of the environmental review services involves the tasks outlined below.

Tasks

The proposed tasks are presented below.

Task 1 Administration/Management

1.1 Contract negotiations and management.

1.2 Initiate subconsultants and project team coordination.

1.3 Provide CEQA consultation and management services for client.

1.4 Provide regular email progress reports to County project manager.

Task 2 Site Investigation/Research/Kick-Off Meeting

2.1 Conduct a site visit to document existing conditions and surrounding land uses.

2.2 Review previous documentation prepared for the community and vicinity.

2.3 Attend a kick-off meeting with County staff and the applicants to discuss the project and obtain all project materials. Issues expected to be addressed include the following: project description and objectives, scheduling, and scope of work.

Task 3 Prepare Complete and Detailed Project Description

3.1 Prepare a draft project description for review and approval by County staff. The project description will include the anticipated build-out scenario for the Community Plan Update, a general description of projects that are anticipated but for which no application has been received, and a detailed description of each development project for which the County has received an application. It will also include all anticipated infrastructure improvements, both "on-site" and "off-site". The project description will provide a description of the entire "program" at the level of details the program components have been developed. Once the County staff has approved the project description for the EIR process, any changes to the project description that would have an affect on the environmental analysis, may require a contract amendment. Therefore, it is imperative to the budget and the schedule that project description remain static throughout the process.

Provide five (5) hard copies of the draft project description and one (1) electronic version.

3.2 Prepare a final project description for use in both the NOP and the EIR.

Task 4 Notice of Preparation and Scoping Meeting

4.1 Prepare a draft notice of preparation (NOP) for review and approval by County staff. One (1) electronic copy will be provided.

4.2 Obtain comments from County staff. Comments will be incorporated into the final NOP. The final NOP will reflect all corrections, additions and deletions required by County staff. One (1) electronic copy will be provided to County staff for copying and circulation.

4.3 Attend public scoping meeting to hear comments from the public on the scope of the EIR.

Task 5 Prepare Technical Studies

The following separate technical studies will be completed for use in the EIR. The scope of each of these studies was presented earlier in this proposal.

5.1 Conduct Transportation Impact Analysis (Fehr & Peers)

5.2 Comprehensive Cultural Resources Evaluation Report (Archaeological Consulting)

5.3 Noise Study (Brown-Buntin Associates)

5.4 SB610 Water Supply Assessment (Todd Engineers)

5.5 Terrestrial Biological Analysis Report (EMC Planning Group Inc.)

5.6 Marine Biological Analysis Report (Applied Marine Sciences)

5.7 Air Quality and Climate Change Report (EMC Planning Group Inc.)

Task 6 Administrative Draft EIR

6.1 Review all responses to the notice of preparation to ensure that all relevant concerns raised are addressed in the administrative draft EIR. Responses to all relevant concerns will be included in the EIR.

6.2 Correspond with County departments, as well as responsible, trustee, and other affected agencies to ensure that all potentially significant issues are addressed in the administrative draft EIR. The intent of this coordination is to ensure that responsible, trustee, and affected agencies have the opportunity for input prior to the preparation of the administrative draft EIR.

6.3 Prepare the administrative draft EIR. Mitigation measures will be prepared in standard County format where available and applicable.

6.4 Print and deliver two (2) bound copies and one (1) in electronic format on CD to the County for review and comment. County staff will distribute the administrative draft EIR for review by the appropriate County departments and will coordinate preparation of the County's comments.

Task 7 Proof Draft EIR

7.1 Attend meeting with County staff to discuss the administrative draft EIR and the County comments on the document. Several hours have been budgeted for this effort.

7.2 Revise administrative draft EIR to incorporate County staff comments and provide two (2) hard copies and one (1) electronic copy of the proof draft for County staff's final review and approval.

Task 8 Draft EIR / Moss Landing Community Plan Committee Meeting (1)

8.1 Revise proof draft EIR to incorporate County staff comments.

8.2 Print and deliver twenty-five (25) bound copies and fifty (50) electronic copies on CD to the County for public circulation and comment.

8.3 Attend one (1) Moss Landing Community Plan Committee Meeting

Task 9 Response to Comments

9.1 Obtain and evaluate comments received during the public review period.

9.2 Prepare draft response to comments and provide one electronic version for review and comment by County staff.

9.3 Meet with County staff to discuss comments. Several hours have been budgeted for this effort.

9.4 Prepare final response to comments for use in the final EIR.

Task 10 Final EIR and Mitigation Monitoring and Reporting Program

10.1 Prepare administrative final EIR as a separate document (from the draft EIR) including a revised summary section, a list of all agencies and individuals commenting on the draft EIR, comments received during the public review period for the draft EIR, responses to those comments, changes to the draft EIR, and a mitigation monitoring and reporting program in the County format.

10.2 Submit two (2) bound copies and five (5) CDs to County staff for review and comment.

10.3 Prepare final EIR based upon comments received from County staff.

10.4 Print and deliver twenty-five (25) bound copies and forty (40) CDs to County staff for circulation to those who commented on the draft EIR.

Task 11 Public Hearings

11.1 Attend public hearing at the Planning Commission. Be prepared to summarize the findings in the EIR and to answer questions.

11.2 Attend public hearing at the Board of Supervisors. Be prepared to summarize the findings in the EIR and to answer questions.

Optional Tasks

OT-1 Notice of Completion, Notice of Availability, and Notice of Determination

Although not included in the original RFP, Addendum #1 did indicate the County's desire to have the consultant prepare the CEQA notices. Therefore, it is included as an optional task.

Prepare the notice of completion, notice of availability, and notice of determination in electronic format for use by County staff.

OT-2 CEQA Findings and Statement of Overriding Considerations

As an optional task, prepare the draft and final CEQA findings and statement of overriding considerations in electronic format for review by County staff and County Counsel.

OT-3 Attend up to three (3) Moss Landing Community Plan Committee Meetings

As an optional task, attend up to three (3) Moss Landing Community Plan Committee Meetings.

Moss Landing Community Plan Update Program EIR (Modified Budget

Budget Breakdown by Percentages

Item:	Budget Amount	Percent of Budget
Sr. Principal	$ 6,345.00	2.5%
Principal	$ 12,800.00	5.0%
Principal Planner	$ 66,150.00	25.9%
Biologist/ Senior Planner	$ 13,375.00	5.2%
Senior Planner	$ 22,500.00	8.8%
Associate Planner	$ 12,600.00	4.9%
Production	$ 4,250.00	1.7%
Administrative	$ 2,700.00	1.1%
Todd Engineers	$ 39,000.00	15.3%
Fehr & Peers	$ 29,500.00	11.6%
Applied Marine Sciences	$ 24,376.00	9.6%
Brown-Buntin Associates	$ 7,500.00	2.9%
Archaeological Consulting	$ 4,000.00	1.6%
Additional Costs & Overhead	$ 9,890.25	3.9%
Total:	**$ 254,986.25**	**100.0%**
Total Staff Costs	$ 140,720.00	55%
Total Subconsultant Costs	$ 104,376.00	41%
Additional Costs & Overhead	$ 9,890.25	4%

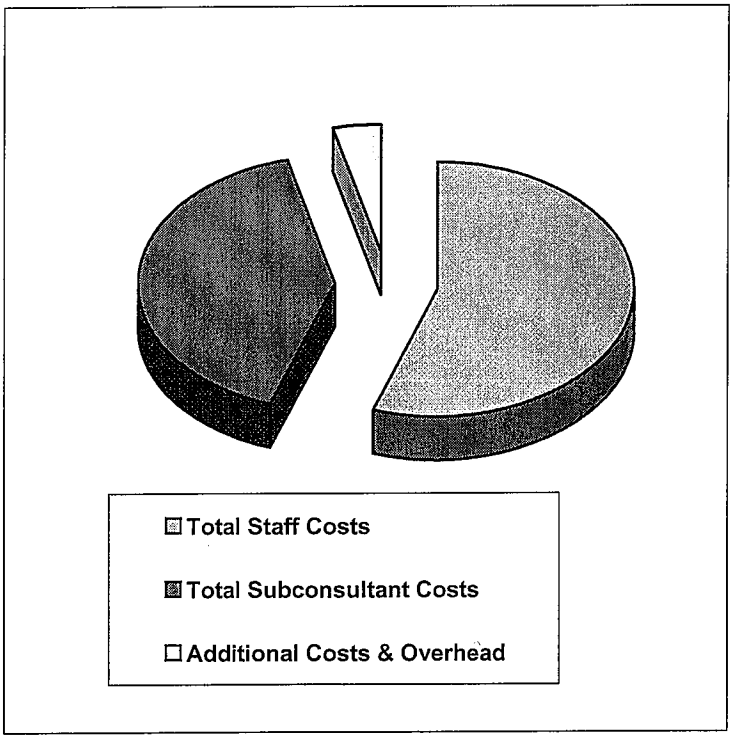
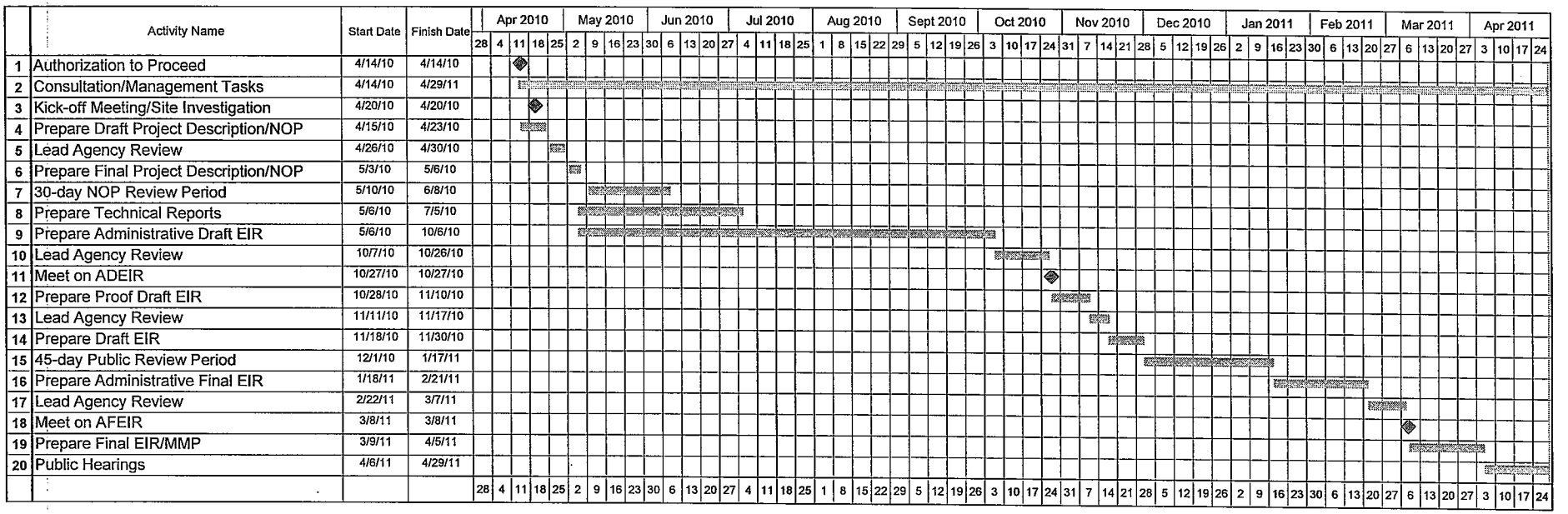


EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Moss Landing Community Plan Update Program EIR Schedule
March 5, 2010

	Activity Name	Start Date	Finish Date
1	Authorization to Proceed	4/14/10	4/14/10
2	Consultation/Management Tasks	4/14/10	4/29/11
3	Kick-off Meeting/Site Investigation	4/20/10	4/20/10
4	Prepare Draft Project Description/NOP	4/15/10	4/23/10
5	Lead Agency Review	4/26/10	4/30/10
6	Prepare Final Project Description/NOP	5/3/10	5/6/10
7	30-day NOP Review Period	5/10/10	6/8/10
8	Prepare Technical Reports	5/6/10	7/5/10
9	Prepare Administrative Draft EIR	5/6/10	10/6/10
10	Lead Agency Review	10/7/10	10/26/10
11	Meet on ADEIR	10/27/10	10/27/10
12	Prepare Proof Draft EIR	10/28/10	11/10/10
13	Lead Agency Review	11/11/10	11/17/10
14	Prepare Draft EIR	11/18/10	11/30/10
15	45-day Public Review Period	12/1/10	1/17/11
16	Prepare Administrative Final EIR	1/18/11	2/21/11
17	Lead Agency Review	2/22/11	3/7/11
18	Meet on AFEIR	3/8/11	3/8/11
19	Prepare Final EIR/MMP	3/9/11	4/5/11
20	Public Hearings	4/6/11	4/29/11



Assumes project description does not change after May 6, 2010

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Moss Landing Community Plan Update Program EIR (Modified Budget 12-14-09)										
Task	**EMC Planning Group Inc.**									
Staff	Sr. Principal	Principal	Principal Planner	Biologist/ Senior Planner	Senior Planner	Associate Planner	Production	Administrative	**Total Hours**	**Total Cost**
Billing Rate (Per Hour)	$235.00	$200.00	$150.00	$125.00	$125.00	$105.00	$125.00	$75.00		
1. Administration and Management	12	16	48	0	0	0	0	0	76	$13,220.00
2. Site Investigation/Research/Kick-off Meeting	0	0	16	6	14	14	0	0	50	$6,370.00
3. Project Description	1	2	24	0	0	0	8	2	37	$5,385.00
4. NOP and Scoping Meeting	0	5	10	0	0	6	0	2	23	$3,280.00
5. Technical Studies	0	4	40	6	0	0	0	0	50	$7,550.00
6. Admin Draft EIR	6	19	144	84	104	40	18	8	423	$57,360.00
7. Proof Draft EIR	0	4	44	1	24	22	2	6	103	$13,535.00
8. Draft EIR	0	2	25	2	16	16	2	6	69	$8,780.00
9. Response to Comments	0	6	48	4	8	8	2	4	80	$11,290.00
10. Final EIR and Mitigation Monitoring Program	0	6	30	4	14	14	2	8	78	$10,270.00
11. Public Hearings	8	0	12	0	0	0	0	0	20	$3,680.00
	0	0	0	0	0	0	0	0	0	$0.00
Subtotal (Hours)	27	64	441	107	180	120	34	36	**Total Hours**	**Total Cost**
Subtotal (Cost)	$6,345.00	$12,800.00	$66,150.00	$13,375.00	$22,500.00	$12,600.00	$4,250.00	$2,700.00	**1,009**	**$140,720.00**

Additional Costs	
Production Costs	$3,199.00
Travel Costs	$250.00
Postal/Deliverables	$500.00
Communication	$0.00
Miscellaneous	$500.00
Administrative Overhead 5%	$222.45
Total	**$4,671.45**

Subconsultant Fees	
Todd Engineers	$39,000.00
Fehr & Peers	$29,500.00
Applied Marine Sciences	$24,376.00
Brown-Buntin Associates	$7,500.00
Archaeological Consulting	$4,000.00
Subconsultant Overhead 5%	$5,218.80
Total	**$109,594.80**

Total Costs	**$254,986.25**

Note: This budget is based upon receipt of timely information from County staff and the applicants and completion of the EIR process within 12 months, as indicated on page 15 of the RFP. A significant expansion of the schedule outside the control of the EMC consulting team may require a contract amendment.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

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

EMC Planning Group, Inc.
Moss Landing Community Plan Update Environmental Impact Report

Date: _____

*Invoice No.*_____

Agreement Term: *May 4, 2010 to May 31, 2011*

Agreement Amount: *$ 300,000.00* *($254,986.00 base budget plus $45,014.00 project contingency)*

This Invoice:	*$*	*13,220.00*	*Administration and Management*	_____
	$	*6,370.00*	*Site Investigation/Research/Kick-off Meeting*	_____
	$	*5,385.00*	*Project Description*	_____
	$	*3,280.00*	*NOP and Scoping Meeting*	_____
	$	*7,550.00*	*Technical Studies*	_____
	$	*57,360.00*	*Admin Draft EIR*	_____
	$	*13,535.00*	*Proof Draft EIR*	_____
	$	*8,780.00*	*Draft EIR*	_____
	$	*11,290.00*	*Response to Comments*	_____
	$	*10,270.00*	*Final EIR and Mitigation Monitoring Program*	_____
	$	*3,680.00*	*Public Hearings*	_____
	$	*4,671.00*	*Additional Costs*	_____
	$	*39,000.00*	*Todd Engineers*	_____
	$	*29,500.00*	*Fehr & Peers*	_____
	$	*24,376.00*	*Applied Marine Sciences*	_____
	$	*7,500.00*	*Brown-Buntin Associates*	_____
	$	*4,000.00*	*Archaeological Consulting*	_____
	$	*5,219.00*	*Subconsultant Overhead*	_____

Remaining Balance *$*_____

Approved as to Work/Payment: _____
John H. Ford, Planning Services Manager

_____
Date

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

All Invoices Are To Be Sent To:
Jaime Martinez, Accounting Technician
County of Monterey Resource Management Agency
Planning Department
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-4829

2. Invoice Detail

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

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of $45,014.00) requires the prior written approval of the Director of Planning and the Project Applicant.

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

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

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of Planning, or in his absence, the Assistant Director. Within ten working days thereafter, the Director of Planning or the Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send his decision in writing to the Project Applicant, and CONTRACTOR.

Unless he denies the recommended transfer, the Director or Assistant Director of Planning will ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Resource Management Agency
Planning Department

CONSULTANT NAME: EMC Planning Group, Inc.
PROJECT NAME: Moss Landing Community Plan Update Environmental Impact Report
INVOICE NUMBER:
INVOICE DATE:

Project Manager/Planner: John H. Ford
PLN: PD080541
PSA Term: 05/04/10 - 05/31/11

Task #	Task Description	Allocated # of Hours for Task Completion	Hours Used for Task Completion to Date	Remaining # of Hours Available for Task Completion	Allocated Amount for Completion	Invoice #1 - Dated	Invoice #2 - Dated	Invoice #3 - Dated	Invoice #4 - Dated	Invoice #5 - Dated	Invoice #6 - Dated	Invoice #7 - Dated	Invoice #8 - Dated	Invoice #9 - Dated	Invoice #10 - Dated	Percentage of Remaining Base Budget for Task Completion	Remaining Base Budget
1.0	Administration and Management	76.00		76.00	$13,220.00											100%	$13,220.00
2.0	Site Investigation/ Research/ Kick-off Meeting	50.00		50.00	$6,370.00											100%	$6,370.00
3.0	Project Description	37.00		37.00	$5,385.00											100%	$5,385.00
4.0	NOP and Scoping Meeting	23.00		23.00	$3,280.00											100%	$3,280.00
5.0	Technical Studies	50.00		50.00	$7,550.00											100%	$7,550.00
6.0	Admin Draft EIR	423.00		423.00	$57,360.00											100%	$57,360.00
7.0	Proof Draft EIR	103.00		103.00	$13,535.00											100%	$13,535.00
8.0	Draft EIR	69.00		69.00	$8,780.00											100%	$8,780.00
9.0	Response to Comments	80.00		80.00	$11,290.00											100%	$11,290.00
10.0	Final EIR and Mitigation Monitoring Program	78.00		78.00	$10,270.00											100%	$10,270.00
11.0	Public Hearings	20.00		20.00	$3,680.00											100%	$3,680.00
	Additional Costs				$4,671.00												$4,671.00
	Todd Engineers				$39,000.00												$39,000.00
	Fehr & Peers				$29,500.00												$29,500.00
	Applied Marine Science				$24,376.00												$24,376.00
	Brown-Buntin Associates				$7,500.00												$7,500.00
	Archaeological Consulting				$4,000.00												$4,000.00
	Subconsultant Overhead				$5,219.00												$5,219.00
	Grand Total	1009.00	0.00	1009.00	$254,986.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	100%	$254,986.00

Consultant: Please complete yellow highlighted sections utilizing appropriate invoice column. Pink highlighted section is utilized for project tracking only.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2010

PRODUCER (831)624-1234 FAX (831)624-4605
Carmel Insurance Agency, Inc.
7th & San Carlos
P.O. Box 6117
Carmel, CA 93921-6117

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Automobile Insurance Company	
INSURER B: American Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	AZC80811869	03/15/2010	03/15/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ Included $ 4,000,000 $ Included
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	MZA80267090	03/15/2010	03/15/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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

RE: All Work Performed on Behalf of Certificate Holder - Subject to a Signed, Written Agreement:
Certifiate Holder is Additional Insured under the General Liability per Endorsement AB09067 12/93.
Certificate Holder is Additional Insured under the Auto Liability per CA2048 2/99.
Primary Wording Under Policy Form CA0001 10-01, Section B. 5. Other Insurance. Waiver of Subrogation under Form CA7018 10-01, Section C.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Matthew Little, CIC/MRT

ACORD 25 (2009/01)

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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) 07/08/2010

PRODUCER (831)624-1234 FAX (831)624-4605
[illegible]mel Insurance Agency, Inc.
[illegible]th & San Carlos
P.O. Box 6117
Carmel, CA 93921-6117

RECEIVED
JUL 09 2010
RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS - ADMIN

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey, CA 93940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Compensation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		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)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	ETG1154280001	07/10/2010	07/10/2011	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

e: All operations as pertains to named insured

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXXXXXXXXXXXXX~~ ~~XXXXXXXXXXXXXXXX

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

05/03/2010

PRODUCER	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.
(831)624-1234 FAX (831)624-4605 Carmel Insurance Agency, Inc. 7th & San Carlos P.O. Box 6117 Carmel, CA 93921-6117	
INSURED E M C Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940	

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		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-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐				E.L. EACH ACCIDENT	$
		(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	$
A		OTHER Environmental Consultants Professional Liability	LHR813887	05/01/2010	05/01/2011	$1,000,000 per claim $3,000,000 Aggregate $20,000 SIR	

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

RE: All Work Performed on Behalf of Certificate Holder

CERTIFICATE HOLDER	CANCELLATION
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 10 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, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Matthew Little, CIC/MRT

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IMPORTANT

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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

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Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured	EMC Planning Group, Inc.	Policy Number	AZC80811869
Producer	Carmel Insurance Agency, Inc.	Effective Date	March 15, 2010

Schedule

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

County of Monterey, its officers, agents and employees
Contracts/Purchasing
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901

f no entry appears above, information required to complete this Endorsement will be shown in the Declarations
; applicable to this Endorsement.)

ne following is added to Part I - WHO IS AN IN-
URED in the Business Liability Section of this policy

The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your work for that insured by or for you.

All other terms and conditions of the policy apply.

Primary Wording Per Policy Form AB198 8/07 - Attached

is Form must be attached to Change Endorsement when issued after the policy is written.
e of the Firemen's Fund Insurance Companies as named in the policy

Secretary

067 12-93
ains copyrighted Material of Insurance Services Office, Inc., 1987

EMC Planning Group, Inc. - AZC80811869 March 15, 2010 to March 15, 2011

ABC MultiCover - AB 91 89 08 07

This endorsement modifies insurance provided under the following:

American Business Coverage

Your policy is broadened and clarified as follows:

1. Non Employment Discrimination Liability

   Unless Personal Injury or Advertising Injury is excluded from this policy:

   A. Section III - Definitions, Item 17. Personal Injury is amended to include:

      f. Discrimination

   B. Section III - Definitions, Item 2. Advertising Injury is amended to include:

      e. Discrimination

   C. Section III - Definitions is amended to include:

      30. Discrimination means the unlawful treatment of individuals based on race, color, ethnic origin, gender, religion, age, or sexual preference.

   D. Section II - Liability Coverage, Part B. Exclusions, Item 1.p Personal Injury or Advertising Injury is amended to include:

      (11) Arising out of discrimination directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured; or

      (12) Arising out of discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging, or premises by or at the direction of any insured; or

      (13) Arising out of discrimination, if insurance thereof is prohibited by law; or

      (14) Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of discrimination.

2. Blanket Additional Insured

   Section II - Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

   f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:

      (1) Coverage is limited to their liability arising out of:

         (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

         (b) your ongoing operations performed for that insured; or

         (c) that insured's financial control of you; or

         (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President

(e) a state or political subdivision permit issued to you.

(2) Coverage does not apply to any occurrence or offense:

(a) which took place before the execution of, or subsequent to the completion or expiration of, the written insured contract, or

(b) which takes place after you cease to be a tenant in that premises.

(3) With respect to architects, engineers, or surveyors, coverage does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the rendering or the failure to render any professional services by or for you including:

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

(b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

3. Blanket Additional Insured for Vendors

Unless the Products-Completed Operations Hazard is excluded from this policy, Section II - Liability Coverage, Part I. Who Is an Insured, Item 2. is amended to include:

g. Any vendor but only with respect to Bodily Injury or Property Damage arising out of your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. Bodily Injury or Property Damage for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

If an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

4. Blanket Waiver of Subrogation

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

5. Broadened Named Insured

Section II - Liability Coverage, Part I. Who Is An Insured, Item 4. is replaced with:

4. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as Named Insured under this policy if:

(a) you have the responsibility of placing insurance for each such entity; and

(b) coverage for the entity is not otherwise more specifically provided; and

(c) the entity is incorporated or organized under the laws of the United States of America.

But each entity is insured only while you own, during the policy period, a controlling interest in such entity of greater than 50% of the stock or assets. However:

(a) Coverage under this provision is afforded only until the end of the policy period, or the 12 month anniversary of the policy inception date, whichever is earlier;

(b) Coverage C does not apply to bodily injury or property damage that occurred before you acquired or formed the organization;

(c) Coverage C does not apply to personal injury or advertising injury arising out of an offense committed before you acquired or formed the organization.

6. Medical Payments

Unless Coverage D. Medical Payments is excluded from this policy:

A. Section II - Liability Coverage, Part H. Exclusions, Item 2.f. is replaced with:

f. Included within the products-completed operations hazard. However, this exclusion does not apply to expenses for dental services.

B. Section II - Liability Coverage, Part G. Coverage, Item 2., is amended to include:

c. Coverage D. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is primary also.

7. Tenant's Legal Liability

A. Section III - Liability Coverage, Part J. Liability and Medical Payments Limits of Insurance, Item 3. is replaced with:

3. The most we will pay under Coverage C - Liability for damages because of property damage to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner:

a. arising out of any Covered Cause of Loss shall be the greater of:

(1) $1,000,000; or

(2) The Tenant's Legal Liability limit shown in the Declarations.

8. Chartered Aircraft

Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.g. is amended to include:

(5) An aircraft in which you have no ownership interest and that you have chartered with crew.

9. Coverage Territory Broadened

Section III - Definitions, Item 5.a. is replaced with:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, the Cayman Islands and the British Virgin Islands.

10. Broadened Advertising Injury

Unless Advertising Injury is excluded from this policy:

A. Section III - Definitions, Item 2. is replaced with:

2. Advertising Injury means injury arising out of one or more of the following offenses:

a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

c. Misappropriation of advertising ideas or style of doing business; or

d. Infringement of trademark, copyright, title or slogan.

B. Section II - Liability Coverage, Coverage C, Part H. Exclusions, Items 1.p.(1) and (2) are replaced with:

(1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

11. Broadened Personal Injury

Unless Personal Injury is excluded from this policy, Section III - Property, Liability and Medical Payments Definitions, Items 17.b., d. and e. are replaced with:

b. Malicious prosecution or abuse of process;

d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;

12. Broadened Personal or Advertising Injury

Unless Personal Injury or Advertising Injury is excluded from this policy, Section II - Liability Coverage, Coverage C, Part H. Exclusions, Item 1.p.(4) Exclusions is deleted in its entirety.

13. Fellow Employees Coverage

Section II - Liability Coverage, Part I. Who Is an Insured, Item 2.a.(1) is amended as follows:

(1) Personal Injury to you or to a co-employee while in the course of his or her employment, or the spouse, child, fetus, embryo, parent, brother, sister or any member of the household of that employee or co-employee as a consequence of such Personal Injury; or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

14. Mental Anguish Is Included in Bodily Injury

Section III - Definitions, Item 4. is replaced with:

4. Bodily injury means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

15. Unintentional Failure to Disclose Hazards

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

6. Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

16. Supplementary Payments, Increase Limits

Section II - Liability Coverage, Part G. Coverage, Items 1.e. (2) and (4) are replaced with:

(2) The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit including substantiated loss of earnings up to $500 a day because of time off work.

17. Per Location Aggregate

A. Section II - Liability Coverage, Part J. Limits of Insurance, Item 4. is amended to include:

The Aggregate Limit of Insurance applies separately to each location owned by you, rented to you, or occupied by you with the permission of the owner.

B. Section III - Property, Liability and Medical Payments Definitions, is amended to include:

31. Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of railroad.

18. Amended Duties in the Event of an Occurrence, Offense Claim or Suit

Section II - Liability Coverage, Part K. Liability and Medical Payments General Conditions, Items 2.a. and b. are replaced with:

a. In the event of an occurrence, offense, claim, or suit, you must promptly notify us. Your duty to promptly notify us is effective when your executive officers, partners, members, or legal representatives are aware of the General Liability occurrence, offense, claim, or suit. Knowledge of an occurrence, offense, claim, or suit by other employee(s) does not imply you also have such knowledge.

b. To the extent possible, notice to us should include:

(1) How, when and where the occurrence or offense took place;

(2) The names, addresses, and telephone numbers of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the occurrence, offense, claim, or suit.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2. is replaced with:

2. Coverage C - Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance, or;

b. Except for the circumstance described in 2.a., above, the insurance provided under this policy is excess over any other liability insurance available to any insured whether such other insurance is written as primary, excess, contingent or any other basis. An exception applies when any insured specifically has purchased excess insurance to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part for Coverage C.

20. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage

The policy applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from premises owned, managed, leased or rented by an insured;

2. Coverage applies only to invitees of an insured or an insured's tenant;

3. Such damage is directly caused by wind-driven falling trees or tree limbs;

4. The most we will pay for any one loss is the lesser of the actual cash value of the damaged automobile as of the time of the loss; or the cost of repairing or replacing the damaged automobile with another automobile of like kind and quality; subject to a limit of $25,000 in any one policy period; and

5. This coverage is not subject to the General Liability General Aggregate Limit.

21. Expected or Intended Injury - Amendment to Exclusion

SECTION I. - 2. EXCLUSIONS a. Expected or Intended Injury, is replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

All other terms and conditions of the policy apply.

Business Auto Coverage Form - CA 00 01 10 01

Policy Amendment(s) Commercial 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 boldface have special meaning. Refer to Section 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.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President

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9. = NONOWNED 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.

B. Owned Autos You Acquire After the Policy Begins

1. If symbols 1, 2, 3, 4, 5, or 6 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:

1. 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

In addition to the Limit of Insurance, 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 costs taxed against the insured in any suit against the insured we defend.

(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.

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

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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 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.

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 operations of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of mobile equipment.

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 Paragraphs a. or b. above.

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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:

(1) 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

(2) 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 due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

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.

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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

1. 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.

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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

1. 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 of 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 caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

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 speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered auto at the time of the loss or such equipment is removable from a

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housing unit which is permanently installed in the covered auto at the time of the loss, and such equipment is designed to be solely operated by use of the power from the auto's electrical system, in or upon the covered auto; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered auto or the monitoring of the covered auto's operating system; or

(2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered auto normally used by the manufacturer for installation of a radio.

5. 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 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 with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

3. 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:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the insured's own cost.

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(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 a 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

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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:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) 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

(2) 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.

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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 apply 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 land motor vehicle, trailer or semitrailer designed for travel on public roads but 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:

1. Any request, demand, order or statutory or regulatory requirement; or

2. Any claim or suit by or on behalf of a governmental authority demanding

that the 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.

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;

(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. 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:

(1) 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

(2) The discharge, dispersal, seepage, migration, release or escape of the pollutants is caused directly by such upset, overturn or damage.

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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;

3. 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; or

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:

1. 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 Paragraphs 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:

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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.

6. Vehicles not described in Paragraphs 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.

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.

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EMC Planning Group, Inc. - MZA80267090 - 3/15/10 - 3/15/11

FleetCover® Endorsement - CA 70 18 10 01

Policy Amendment(s) Commercial Business Auto Coverage Form - Truckers Coverage Form

A. Broadened Named Insured

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

(2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

(3) The organization is incorporated or organized under the laws of the United States of America.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to bodily injury or property damage that results from an accident that occured before you acquired or formed the organization; and

(c) No person or organization is an insured with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

(d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

   d. Your employee while using his owned auto, or an auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

2. Form CA0012 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

   f. Your employee or agent while using his owned private passenger type auto, or a private passenger type auto owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that auto.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1. Who Is An Insured, the following is added as item e.; and form CA0012 (if attached to this policy), SECTION II - LIABILITY COVERAGE, 1. Who Is An Insured; the following is added as item g.:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy

Secretary

President

CA7018 10-01T

Any person or organization with respect to the operation, maintenance, or use, of a covered auto, provided that you and such person or organization have agreed under an expressed provision in a written insured contract or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an insured.

However, such person or organization is an insured:

(1) Only with respect to the operation, maintenance, or use, of a covered auto; and

(2) Only for bodily injury or property damage caused by an accident which takes place after:

(a) You executed the insured contract or written agreement; or

(b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, item 5.; and form CA0012 (if attached to this policy), SECTION V - TRUCKERS CONDITIONS, A. Loss Conditions, item 5.; the following is added:

Waiver of Subrogation

If required by a:

a. Written insured contract or written agreement executed prior to the accident; or

b. Written permit issued to you by a governmental or public authority prior to the accident;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered auto.

D. Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

1. $5,000; or

2. The limit shown in the Declarations

E. Hired Auto Physical Damage Coverage

If PHYSICAL DAMAGE COVERAGE is provided by this policy on your owned covered autos, the following applies:

Any auto that you lease, hire, rent or borrow without a driver, will be covered under this policy for PHYSICAL DAMAGE COVERAGE. However any such auto:

1. Will be covered only for the same PHYSICAL DAMAGE COVERAGE that applies to your owned covered autos;

2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered auto, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and

3. The most we will pay for any one loss in any one accident is the lesser of the following:

a. Actual Cash Value of the damaged or stolen property as of the time of the loss as determined by us; or

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of $500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to autos 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; and

2. If form CA0012 is attached to this policy, this coverage does not apply to any private

passenger type auto you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

F. Communication Equipment Coverage

1. Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, item 4., the following is added:

Exclusions 4.c. and 4.d. do not apply to electronic equipment that is permanently installed in the covered auto at the time of the loss or such equipment which is removable from a housing unit which is permanently installed in the covered auto at the time of the loss, and such equipment is designed to be solely operated by use of power from the auto's electrical system in or upon the covered auto. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. However, the most we will pay for loss is $1,500 and no deductible applies to this coverage.

2. Form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Item 2., the following is added:

Exclusions 4.e. and 4.f. do not apply to electronic equipment that is permanently installed in the covered auto at the time of the loss or such equipment which is removable from a housing unit which is permanently installed in the covered auto at the time of the loss, and such equipment is designed to be solely operated by use of power from the auto's electrical system in or upon the covered auto. This coverage also applies to antennas and other accessories necessary for the use of the electronic equipment. However, the most we will pay for loss is $1,500 and no deductible applies to this coverage.

G. Tapes and Compact Discs Coverage

A. Under Comprehensive Coverage, we will pay for loss to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

1. Are your property, or that of a family member; and

2. Are in a covered auto at the time of a loss.

B. The most we will pay for loss is $250.

C. PHYSICAL DAMAGE COVERAGE provisions apply to this coverage, except that no deductible applies.

H. Airbag Coverage

1. Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., the following is added:

However, "mechanical breakdown" does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

2. Form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., the following is added:

However, "mechanical breakdown" does not mean the unintended discharge of an airbag, provided that any loss covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

I. Rental Reimbursement

Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions; and form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions; item c. is added as follows:

c. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered auto described or designated in the Declarations or Schedule and covered for PHYSICAL DAMAGE

COVERAGE, we will pay for rental expenses for the rental of a similar replacement auto and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered auto. No deductible applies to this coverage. However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered loss.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

(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 and return the covered auto to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) $1,500.

(4) This coverage does not apply while there are spare or reserve autos available to you for your operations.

(5) If loss results from the total theft of a covered private passenger type auto (if CA0012 is attached to this policy), or a covered private passenger auto (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the PHYSICAL DAMAGE COVERAGE Extensions.

J. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing, is replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is of the private passenger type no deductible applies; and

c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a $250 deductible per disablement.

2. Form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing - Private Passenger Autos, is replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered auto is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered auto is of the private passenger type no deductible applies; and

c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a $250 deductible per disablement.

K. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

L. Supplementary Payments - Increased Limits

SECTION II - LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are replaced by the following:

(2) Up to $2,500 for the 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.

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

M. Duties in the Event of Accident, Claim, Suit or Loss - Amended

Form CA0001 (if attached to this policy) SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, item 2. a.; and form CA0012 (if attached to this policy) SECTION V - TRUCKERS CONDITIONS, A. Loss Conditions, item 2. a.; is replaced by the following:

a. In the event of accident, claim, suit or loss, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an accident, claim, suit or loss by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(1) How, when and where the accident or loss occurred; and

(2) The insured's name and address; and

(3) To the extent possible, the names and address of any injured persons and witnesses.

N. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, item 2.; and form CA0012 (if attached to this policy), SECTION V - TRUCKERS CONDITIONS, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

O. Fellow Employee Coverage

Section II - Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the bodily injury results from the use of a covered auto you own or hire, and provided that any coverage under this provision only applies in excess over any other collectable insurance.

P. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, item 7.; and form CA0012 (if attached to this policy), SECTION V - TRUCKERS CONDITIONS, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

a. For accidents or losses occurring within 25 miles of the United States border; and

b. For trips into Mexico of 10 days or less; and

c. If the covered auto is principally garaged and principally used in the United States; and

d. If the insured is a resident of the United States.

If a loss to a covered auto occurs in Mexico, we pay for such loss in the United States. If the covered auto must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such loss as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

Q. Extended Glass Coverage

Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, item 3.a.; and form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, A. Coverage, item 3.a.; is replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be $100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

R. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), SECTION V - DEFINITIONS, item C.; and Form CA0012 (if attached to this policy), SECTION VI - DEFINITIONS, item C.; is replaced by the following:

C. Bodily Injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

S. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance; and form CA0012 (if attached to this policy), SECTION IV - PHYSICAL DAMAGE COVERAGE, C. Limits Of Insurance; item 4. is added as follows:

4. If your covered owned auto is:

(1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and

(2) Shown in this policy as having a loss payee or additional-insured-lessor; and

(3) Incurs a covered total loss;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total loss; or

(b) The outstanding indebtedness under the initial finance agreement for the covered auto and its equipment.

As used here, outstanding indebtedness means the amount you owe on the finance agreement at the time of total loss:

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered auto to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

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.

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

By: _____
Director of Planning

Date: 5/31/11

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael Groves, President/Treasurer
(Print Name and Title)

Date: 5-20-11

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

Its: Teri Wissler Adam, VP/Secretary
(Print Name and Title)

Date: 5-19-11

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: 5-31-11

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 5-25-11

Approved as to Indemnity and Insurance Provisions

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER	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.	
(831)624-1234 FAX (831)624-4605 Carmel Insurance Agency, Inc. 7th & San Carlos P.O. Box 6117 Carmel, CA 93921-6117	INSURERS AFFORDING COVERAGE	NAIC #
INSURED E M C Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940	INSURER A: Allied Insurance Group	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	ACP7804920791	03/15/2011	03/15/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ACP7804920791	03/15/2011	03/15/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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 03/06; Conditions, Section B. 5. Other Insurance. Waiver of Subrogation under Form AC0101A 03/08. Replaces Certificate Issued 3/14/11.

CERTIFICATE HOLDER	CANCELLATION
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 10 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, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Matthew Little, CIC/MRT

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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) 07/08/2010

PRODUCER (831)624-1234 FAX (831)624-4605
mel Insurance Agency, Inc.
h & San Carlos
P.O. Box 6117
Carmel, CA 93921-6117

RECEIVED
JUL 09 2010
RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS - ADMIN

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey, CA 93940

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Compensation	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		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-JECT LOC					
		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)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	EIG1154280001	07/10/2010	07/10/2011	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

e: All operations as pertains to named insured

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 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, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Matthew Little, CIC/MRT

ACORD 25 (2009/01) FAX: 755.4958

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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)624-4605
Carmel Insurance Agency, Inc.
7th & San Carlos
P.O. Box 6117
Carmel, CA 93921-6117

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Environmental Consultants Professional Liability	LHR816126	05/01/2011	05/01/2012	$1,000,000 per claim $3,000,000 Aggregate $20,000 SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All Work Performed on Behalf of Certificate Holder

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Matthew Little, CIC/MRT

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The ACORD name and logo are registered marks of ACORD

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.

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.

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.

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.

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.

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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.

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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.

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

By: _____
Director of Planning

Date: 6/5/12

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael Groves, President
(Print Name and Title)

Date: May 21, 2012

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: May 21, 2012

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: 6-5-12

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 5-23-12

Approved as to Indemnity and Insurance Provisions

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.

JUN 05 2012

ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER	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.
(831)624-1234 FAX (831)624-4605 Carmel Insurance Agency, Inc. 7th & San Carlos P.O. Box 6117 Carmel, CA 93921-6117	
INSURED E M C Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940	INSURERS AFFORDING COVERAGE / NAIC # INSURER A: AMCO Insurance Company INSURER B: Nationwide Mutual INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	ACP7814920791	03/15/2012	03/15/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ACP7814920791	03/15/2012	03/15/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

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 03/06; Conditions, Section B. 5. Other Insurance. Waiver of Subrogation under Form AC0101A 03/08.

CERTIFICATE HOLDER	CANCELLATION
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 10 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, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Matthew Little, CIC/MRT

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ACORD CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER (831)624-1234 FAX (831)624-4605
Carmel Insurance Agency, Inc.
San Carlos 2nd NW 8th
P.O. Box 6117
Carmel, CA 93921-6117

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey, CA 93940

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.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Republic Indemnity	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE [ ] OCCUR [ ]				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY [ ] PRO-JECT [ ] LOC [ ]				PRODUCTS - COMP/OP AGG	$
		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)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR [ ] CLAIMS MADE [ ]				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	18205501	07/10/2011	07/10/2012	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N				E.L. EACH ACCIDENT	$ 1,000,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

EMC Planning Group, Inc.
Cris Staedler
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Matthew Little, CIC/MRT

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/07/2012

PRODUCER (831)624-1234 FAX (831)624-4605
Carmel Insurance Agency, Inc.
7th & San Carlos
P.O. Box 6117
Carmel, CA 93921-6117

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INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Environmental Consultants Professional Liability	LHR818411	05/01/2012	05/01/2013	$1,000,000 per claim $3,000,000 Aggregate $20,000 SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All Work Performed on Behalf of Certificate Holder

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Matthew Little, CIC/MRT

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

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.

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
CONTRACTS/PURCHASING DEPARTMENT
168 W ALISAL ST 3RD FL
SALINAS CA 939012487

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.

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.

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.

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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 CONTRACTS/PURCHASING DEPARTMENT

(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.

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

By: _____
Director of Planning

Date: 5/29/13

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael J. Groves, President
(Print Name and Title)

Date: April 23, 2013

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: April 24, 2013

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: May 28, 2013

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 4-29-13

Approved as to Indemnity and Insurance Provisions

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/09/2013

PRODUCER (831)624-1234 FAX (831)624-4605
Carmel Insurance Agency, Inc.
San Carlos 2 NW of 8th
P.O. Box 6117
Carmel, CA 93921-6117

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMCO Insurance Company	
INSURER B: Nationwide Mutual	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	ACP7824920791	03/15/2013	03/15/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	ACP7824920791	03/15/2013	03/15/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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 AC0101A 03/10. Replaces 3/13/13 to update Auto Form Edition Dates.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Matthew Little, CIC/MRT

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IMPORTANT

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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): 06/28/2012

PRODUCER (831)624-1234 FAX (831)624-4605
Carmel Insurance Agency, Inc.
San Carlos 2nd NW 8th
P.O. Box 6117
Carmel, CA 93921-6117

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey, CA 93940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Republic Indemnity	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		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-JECT LOC					
		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)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	18205502	07/10/2012	07/10/2013	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All Work Performed on Behalf of Certificate Holder

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Matthew Little, CIC/MRT

ACORD 25 (2009/01)

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2013

PRODUCER	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.
(831)624-1234 FAX (831)624-4605 Carmel Insurance Agency, Inc. San Carlos 2 NW of 8th P.O. Box 6117 Carmel, CA 93921-6117	INSURERS AFFORDING COVERAGE / NAIC #
INSURED E M C Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940	INSURER A: Landmark American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		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-JECT ☐ LOC					
		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)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐				E.L. EACH ACCIDENT	$
		(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	$
A		OTHER Environmental Consultants Professional Liability	LHR820894	05/01/2013	05/01/2014	$1,000,000 per claim $3,000,000 Aggregate $20,000 SIR	

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

RE: All Work Performed on Behalf of Certificate Holder

Evidence of Insurance

10 Days Notice of Cancellation for Non-Payment of Premium

CERTIFICATE HOLDER	CANCELLATION
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 30 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, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Matthew Little, CIC/MRT

ACORD 25 (2009/01)

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IMPORTANT

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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.

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

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

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** Effective from **03/15/2013** to **03/15/2014**

Named Insured: **EMC PLANNING GROUP, INC.** Agency Name: **CARMEL INSURANCE AGENCY**

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
IN5017	(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)
IN5223	(03/10)	BUSINESS AUTO ADVANTAGE ENDORSEMENT
IN7165	(03/10)	BUSINESS AUTO EXTENSION ENDORSEMENT

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 **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.

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19	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

1. 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:

1. "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.

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(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.

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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.

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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

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.

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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

1. 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:

   (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

1. 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.

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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 speed-measurement 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";

   b. 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.

6. 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 "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 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 "loss" caused by fire or lightning.

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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.

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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.

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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:

1. 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:

1. 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".

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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;
3. 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".

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:

1. 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.

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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

1. 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

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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 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

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 Schedule.
4. Our payment is limited to the lesser of the following amounts:
   1. 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.

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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.

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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.

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

By: _____
Director of Planning

Date: 6/2/14

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael Groves, President
(Print Name and Title)

Date: May 30, 2014

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: May 30, 2014

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 6-2-14

Approved as to Indemnity and Insurance Provisions

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.

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

By: _____
Director of Planning

Date: 6/2/14

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael Groves, President
(Print Name and Title)

Date: May 30, 2014

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: May 30, 2014

Approved as to Form and Legality
Office of the County Counsel

By: _____
~~Deputy~~ County Counsel

Date: 6/2/14

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

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.

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).

PRODUCER	CONTACT NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Company	
INSURER B : Nationwide Mutual	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EMC Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey CA 93940

COVERAGES CERTIFICATE NUMBER: GL & 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Aggregate Limits Include Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			EPK302184	5/1/2014	5/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE PER OCCURR	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ACP7834920791	3/15/2014	3/15/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Errors & Ommissions			EPK302184	5/1/2014	5/1/2015	EACH CLAIM LIMIT DEDUCTIBLE EACH CLAIM	1,000,000 10,000

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.

CERTIFICATE HOLDER

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

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

M Little, CIC/MRT

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The ACORD name and logo are registered marks of ACORD

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2013

PRODUCER (831)624-1234 FAX (831)624-4605
Carmel Insurance Agency, Inc.
San Carlos 2nd NW 8th
P.O. Box 6117
Carmel, CA 93921-6117

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED E M C Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey, CA 93940

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Republic Indemnity	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY ☐ PRO-JECT ☐ LOC ☐				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	18205503	07/10/2013	07/10/2014	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: All Work Performed on Behalf of Certificate Holder

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Matthew Little, CIC/AAL

ACORD 25 (2009/01)

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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 not 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.

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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.

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.

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 **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.

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19	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

1. 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:

1. "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.

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(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.

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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.

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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

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.

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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

1. 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:

   (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

1. 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.

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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 speed-measurement 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";

   b. 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.

6. 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 "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 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 "loss" caused by fire or lightning.

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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.

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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.

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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:

1. 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:

1. 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".

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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;

3. 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".

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:

1. 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

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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.

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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

1. 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

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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 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

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 Schedule.
4. Our payment is limited to the lesser of the following amounts:
   1. 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.

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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.

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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.

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

By: _____
Director of Planning

Date: 5/26/15

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael J. Groves, President
(Print Name and Title)

Date: April 20, 2015

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: April 20, 2015

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: May 26, 2015

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 4-27-15

Approved as to Indemnity and Insurance Provisions

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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 NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Colony Insurance Company
INSURED EMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940	INSURER B: Nationwide Mutual
	INSURER C:
	INSURER D:
	INSURER E:
	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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Aggregate Limits Include Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			EPK302184	5/1/2015	5/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE PER OCCURR	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ACP3047177663	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Errors & Omissions Retroactive Date 8/22/02			EPK302184	5/1/2015	5/1/2016	EACH CLAIM LIMIT DEDUCTIBLE EACH CLAIM	1,000,000 10,000

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.

CERTIFICATE HOLDER

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

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

M Little, CIC/MRT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (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).

PRODUCER	CONTACT NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Republic Indemnity	0025
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
EMC Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey CA 93940

COVERAGES CERTIFICATE NUMBER: WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		18205504	7/10/2014	7/10/2015	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

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

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

M Little, CIC/MRT

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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.

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 (02-99)

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):

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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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 **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.

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19	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

1. 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:

1. "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.

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(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.

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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.

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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

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.

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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

1. 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:

   (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

1. 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.

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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 speed-measurement 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";

   b. 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.

6. 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 "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 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 "loss" caused by fire or lightning.

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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.

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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.

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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:

1. 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:

1. 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".

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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;

3. 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".

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:

1. 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.

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COMMERCIAL AUTO
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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

1. 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

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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 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

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 Schedule.
4. Our payment is limited to the lesser of the following amounts:
   1. 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.

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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.

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File ID A 15-250 No. 34 Corrected

Monterey County

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

Board Order

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
Deputy

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.

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

By: _____
Director of Planning

Date: 7/31/15

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Teri Wissler Adam, Vice President
(Print Name and Title)

Date: June 9, 2015

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: June 9, 2015

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: 6-30-15

Approved as to Fiscal Provisions

By: _____
CHIEF DEPUTY Auditor/Controller

Date: 6/16/15

Approved as to Indemnity and Insurance Provisions

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.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 all things 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.

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

EMC Planning Group, Inc.
Moss Landing Community Plan Update Environmental Impact Report

Date: _____ *Invoice No.*_____

Original Agreement Term:		*May 4, 2010 to May 31, 2011*		
Original Agreement Amount:		*$ 300,000.00*	*($254,986.00 base budget plus $45,014.00 project contingency)*	
Amendment No. 1:		*Term Extension to May 31, 2012*		
Amendment No. 2:		*Term Extension to May 31, 2013*		
Amendment No. 3:		*Term Extension to May 31, 2014*		
Amendment No. 4:		*Term Extension to May 31, 2015*		
Amendment No. 5:		*Term Extension to May 31, 2017*		
This Invoice:	*$*	*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:				***$69,448.00***

Remaining Balance *$*_____

Approved as to Work/Payment: _____ *Date:* _____
Martin Carver, Management Specialist

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. New York NY Office 199 Water Street New York NY 10038-3551 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**
INSURED ICF Jones & Stokes, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A: Great Northern Insurance Co. — 20303 INSURER B: Federal Insurance Company — 20281 INSURER C: 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 requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			3581-24-09 Package - Domestic	06/25/2015	07/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS			7352-29-55 Automobile - All States	06/25/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION			9363-00-18 Umbrella Liability	06/25/2015	07/01/2016	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7175-43-37 Workers Comp	06/25/2015	06/25/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	E&O-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

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

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

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570058354087

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AGENCY CUSTOMER ID: 570000024256

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	ICF Jones & Stokes, Inc.
POLICY NUMBER	
See Certificate Number: 570058354087	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570058354087	

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 Associates Inc. for the County 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

Reference Copy

POLICY NUMBER: (15) 7352-29-55

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: James J. McE. with (Authorized Representative)
Named Insured: ICF International, Inc. ICF Jones & Stokes, Inc.	

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.

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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

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, 2nd 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.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
RMA Director and Chief of Planning

Date: 23 MAY 2017

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Teri Wissler Adam, Vice President
(Print Name and Title)

Date: April 10, 2017

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: April 10, 2017

Approved as to Form and Legality
Office of the County Counsel

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 5-18-17

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 4-13-17

Approved as to Indemnity and Insurance Provisions

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.

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).

PRODUCER	CONTACT NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Company	
INSURER B: Nationwide Mutual	23787
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
EMC Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey CA 93940

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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Aggregate Limits Include Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			PACER306986	5/1/2017	5/1/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							DEDUCTIBLE PER OCURR	$ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			ACP3067177663	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Ommissions Retroactive Date 8/22/02			PACER306986	5/1/2017	5/1/2018	EACH CLAIM	$1,000,000
							DEDUCTIBLE EACH CLAIM	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 EPACE100-0814. Primary Wording & Waiver of Subrogation per attached endorsements EPACE107-0714 & EPACE113-0714. Certificate Holder is Additional Insured under the Auto Liability per Attached Endorsement AC7005 0316 which includes Primary Wording and Waiver of Subrogation.

CERTIFICATE HOLDER

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

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

M Little, CIC/MRT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2016

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 Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	CONTACT NAME: Monique Thanos, CIC PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4505 E-MAIL ADDRESS: moniquet@carmelinsurance.com
INSURED HMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Republic Indemnity — 9999 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (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) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10205506	7/10/2015	7/10/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: All Work Performed on Behalf of Certificate Holder

CERTIFICATE HOLDER

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

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

M Little, CIC/MRT

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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
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 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.

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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

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.

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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(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 loss 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.

COMMERCIAL AUTO
AC 70 05 03 16

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

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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 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 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

1. 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:
   a. 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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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.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. 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 SECTION III – PHYSICAL DAMAGE COVERAGE 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

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ACP BA 30-6-7177683 L7V4 17088 INSURED COPY AC7035031600 0001 47 0023117

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.

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:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. 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

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 Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $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 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

1. 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.
   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. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment 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:

   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

   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:

(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 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:

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:

(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 GeneralConditionds replacedby the following:

(5) Anywherein 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:

1. 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
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. 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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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:

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.

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File ID 17-1108 No. 28

Monterey County
Board of Supervisors

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

Board Order

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.

Dated: December 4, 2017
File ID: 17-1108

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

By _____ 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

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.

9. The recitals to this Amendment No. 8 are incorporated into the Agreement and this Amendment No. 8.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Jacqueline R. Onciano
Chief of Planning Services

Date: 11 December 2017

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael J. Groves, President
(Print Name and Title)

Date: September 28, 2017

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

Its: Michael J. Groves, Treasurer
(Print Name and Title)

Date: September 28, 2017

Approved as to Form and Legality
Office of the County Counsel

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 10-26-17

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 10-27-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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:

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 site
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:

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 Time – Future	
Item	Request
2017-2018 Administrative 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 Draft	
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.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

EMC Planning Group, Inc.
Moss Landing Community Plan Update Environmental Impact Report

Date: _____ *Invoice No.*_____

Original Agreement Term:	*May 4, 2010 to May 31, 2011*	
Original Agreement Amount:	*$ 300,000.00*	*($254,986.00 base budget plus $45,014.00 project contingency)*
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*	
Amendment No. 6:	*$69,448.00*	*($69,448.00 base budget plus $0 project contingency)*
Amendment No. 7:	*Term Extension to May 31, 2018*	
Amendment No. 8:	*$91,500*	*($91,500.00 base budget plus $0 project contingency)* *Term Extension to September 30, 2018*

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	
$ 8,400.00	*3.3 Past Changes to the Project Description*	_____
	Task 5: Prepare Technical Studies	
	5.1 Conduct TIA (Fehr & Peers)	
$ 8,400.00	*5.1.a Traffic Count Update*	_____
	5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Engineers)	
$ 2,714.00	*5.4.a Water Supply Study*	_____
	Task 7: Proof Draft EIR	
	7.3 Additional Proof Draft EIR	
$ 7,471.00	*Work to Date on Second Proof Draft EIR*	_____
$ 30,930.00	*Second Administrative Draft EIR*	_____

$	6,135.00	*Final Proof Draft EIR*	_____
$	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 Balance $_____

Approved as to Work/Payment: _____ *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.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Moss Landing Community Plan Update EIR CA#8

EMC Planning Group Inc.

Task	Staff	Sr. Principal	Principal	Principal Planner	Principal Planner	Senior Planner	Senior Planner	Associate Planner	Assistant Planner	Production	Administrative	Total Hours	Total Cost
	Billing Rate (Per Hour)	$295.00	$300.00	$150.00	$750.00	$125.00	$125.00	$105.00	$85.00	$125.00	$75.00		
Task 1:													
Administration FYs 2011-12, 12-13, 14-15													
Administration FY 2017-2018			10	31	0	0	0	0	0	0	6	47	$10,500.00
Task 3:													
Changes to the Project Description													$8,000.00
Task 6:													
Water Supply Study Revisions			0	5	0	0	0	0	0	0	0	5	$1,000.00
Task 7:													
Work to Date on Second Proof Draft													
Second Admin and Final Proof Draft EIRs													$7,477.50
Review revised Community Plan			0	8	0	0	0	0	0	0	0	8	$1,500.00
Review current project plans			0	8	0	0	0	0	0	0	0	8	$1,500.00
Prepare redline file			0	0	0	0	0	0	0	0	1	1	$75.00
Adjust EIR project description			1	8	0	0	0	0	0	2	0	11	$2,085.00
Update NOP references			0	3	0	0	0	0	0	0	0	3	$600.00
Confirm status of the 1984 sewer allocation and			0	1	0	0	0	0	0	0	0	1	$200.00
Update environmental/regulatory settings			0	3	0	0	0	0	0	5	0	8	$1,600.00
Review/adjust EIR analysis			3	40	0	0	0	0	0	0	0	43	$9,330.00
Update greenhouse gas emissions section			1	30	0	0	0	0	0	0	0	31	$6,225.00
Confirm approach on water/traffic			1	1	0	0	0	0	0	0	0	2	$435.00
Update the transportation section			0	8	0	0	0	0	0	0	0	8	$1,600.00
Update alternatives section			0	6	0	0	0	0	0	1	0	7	$1,325.00
Update sources and references			0	3	0	0	0	0	0	0	0	3	$600.00
Update summary			0	0	0	0	0	0	0	2	0	2	$250.00
Meeting with Staff			5	5	0	0	0	0	0	0	0	10	$2,175.00
Follow-up Site Visit			0	5	0	0	0	0	0	0	0	5	$1,000.00
Final Proof Draft			2	24	0	0	0	0	0	5	1	32	$5,970.00
Subtotal (Hours)			13	156	0	0	0	0	0	15	2	186	
Subtotal (Cost)			$3,055.00	$31,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,875.00	$150.00		$73,061.00

Additional Costs	
Task 7:	
Production Costs	$100.00
Travel Costs	$1,100.00
Postal/Deliverables	$50.00
Miscellaneous	$100.00
Administrative Overhead 70%	$35.00
Total	$385.00

Subconsultants	
Task 5:	
Todd Groundwater	$1,832.00
Fehr and Peers	$8,000.00
Subconsultant Overhead 5%	$482.00
Total	$10,114.00

Total Costs	$83,560.00

Optional Tasks	
Task 12:	
CEQA Notices and Circulation	$1,600.00
CEQA Findings/SOC	$4,350.00
MLOP Committee/Community Meeting (1 mtg)	$1,900.00
Total	$7,850.00

GRAND TOTAL	$91,595.00

ACORD

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).

PRODUCER	CONTACT NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Colony Insurance Company
INSURED EMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940	INSURER B: Nationwide Mutual 23787
	INSURER C:
	INSURER D:
	INSURER E:
	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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Aggregate Limits Include Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PACER306986	5/1/2017	5/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG DEDUCTIBLE PER OCURR	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AGP3067177663	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Errors & Omissions Retroactive Date 8/22/02			PACER306986	5/1/2017	5/1/2018	EACH CLAIM DEDUCTIBLE EACH CLAIM	$1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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 EPACE100-0814. Primary Wording & Waiver of Subrogation per attached endorsements EPACE107-0714 & EPACE113-0714. Certificate Holder is Additional Insured under the Auto Liability per Attached Endorsement AC7005 0316 which includes Primary Wording and Waiver of Subrogation.

CERTIFICATE HOLDER	CANCELLATION
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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Little, CIC/MRT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (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 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 NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Republic Indemnity — 9999
INSURED EMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES — CERTIFICATE NUMBER: WC — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		18205506	7/10/2017	7/10/2018	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: All Work Performed on Behalf of Certificate Holder

CERTIFICATE HOLDER

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

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

M Little, CIC/MRT

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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
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 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.

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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

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.

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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(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 loss 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.

COMMERCIAL AUTO
AC 70 05 03 16

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

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COMMERCIAL AUTO
AC 70 05 03 16

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 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 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

1. 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:

a. 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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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.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. **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 SECTION III – PHYSICAL DAMAGE COVERAGE 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

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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.

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:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived;

2. 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

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 Schedule.

4. Our payment is limited to the lesser of the following amounts:

   a. Necessary and actual expenses incurred.

   b. $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 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

1. 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.
   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. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment 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:
   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

   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:

(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 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:

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:

(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 replaced by the following:

(5) Anywhere in the world if 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:

1. 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
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. 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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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:

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.

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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

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

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 Indemnification for All Other Claims or Loss:
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

By: _____
Jacqueline R. Onciano
Chief of Planning Services

Date: 1 October 2018

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 9-28-18

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 9-29-18

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael J. Groves, President
(Print Name and Title)

Date: August 28, 2018

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: August 28, 2018

*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.

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 NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	
INSURER B : Nationwide Mutual	23787
INSURER C : Republic Indemnity	9999
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

EMC Planning Group, Inc.
301 Lighthouse Avenue
Suite C
Monterey CA 93940

COVERAGES **CERTIFICATE NUMBER:** GL, Auto, Prof, Exc, WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $10,000 Deductible/Occurrence [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			FEIECC2432500	12/01/2017	12/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ACP3068546333	12/01/2017	12/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FEIEXS2432600	12/01/2017	12/01/2018	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		18205508	12/01/2017	12/01/2018	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Retroactive Date 8/22/02			FEIECC2432500	12/01/2017	12/01/2018	Each Wrongful Act/Claim General Aggregate Limit Deductible/Wrongful Act	$2,000,000 $2,000,000 $10,000

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

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

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

Matthew A. Littee

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EMC Planning Group, Inc.
Endorsement Number: 50

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
SFCA: $0.25
Total: $129.00

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

(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.

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EMC Planning Group, Inc.
Endorsement Number: 51

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".

CG 20 37 10 01

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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.

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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 $Applied, 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.

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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

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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 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 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

1. 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.

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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.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. 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 SECTION III – PHYSICAL DAMAGE COVERAGE 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

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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.

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:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. 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

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 Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $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 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

1. 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.
   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. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment 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:
   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

   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:

(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 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:

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:

(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 theworldif 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:

1. 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
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. 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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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:

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.

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AMENDMENT NO. 10
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 10 to Professional Services Agreement No. A-11914 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 Professional Services Agreement No. A-11914 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, 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, Agreement was amended by the Parties on October 1, 2018 (hereinafter, "Amendment No. 9") to extend the term for twenty (20) additional months through May 31, 2020 with no increase in the not to exceed amount; and

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

WHEREAS, additional funding is necessary to allow CONTRACTOR to provide additional tasks related to updates to the water supply and traffic analysis studies to complete the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by $70,278 for a total amount not to exceed $531,226 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 10.

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, A-2 and A-3** 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, A-2 and A-3**, 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 $531,226.

3. Amend Paragraph 4, "**Additional Provisions/Exhibits**", by adding "Exhibit A-3, Scope of Services/Payment Provisions".

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 10 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 10 are incorporated into the Agreement and this Amendment No. 10.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
~~Carl P. Holm, AICP~~
~~RMA Director~~
John M. Dugan, AICP
RMA Deputy Director of Land Use
and Community Development

Date: April 4, 2019

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 3-11-19

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 3-12-19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Teri Wissler Adam, Vice President
(Print Name and Title)

Date: January 22, 2019

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: January 22, 2019

*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.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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 costs associated with the preparation of the Moss Landing Community Plan (MLCP) Update (Project) Environmental Impact Report (EIR). Specific costs are additional tasks and technical report updates related to the need for a revised water supply study, updated traffic impact analysis, and revisions to the EIR to reflect possible changes to the Moss Landing Business Park (MLBP) description and an additional meeting at County offices to discuss the process to best address issues that may be determined significant and unavoidable, specifically water supply and traffic.

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

1.6 Administration 2018 - 2020

In accordance with the terms on page 35 of this 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 $5,780 for additional administrative work through May 31, 2020 to complete the Project.

Please refer to the budget summary table by task and the Cost Proposal at the end of this scope.

1.7 Strategy Meeting

CONTRACTOR shall meet with County staff to discuss an approach to two (2) issues for which a determination of a significant and unavoidable impact may be made: water supply and traffic. This meeting is in addition to the meeting included in Amendment No. 8 to the Agreement, reserving that meeting for review of work products.

Groundwater supplies are over drafted and may not meet the demand anticipated for build-out of the MLCP. In a previous version of the MLCP, policy was written to address phasing of development within the constraints of the water supply. Although recycled water is used for agricultural irrigation to forestall sea water intrusion, and desalinated water facilities are proposed that could provide water to Moss Landing, the EIR's presentation on the timing for delivery of desalinated water should be discussed. Attendance by a Senior Engineer from CONTRACTOR's water sub-consultant, Todd

Groundwater (formerly known as Todd Engineers), is included at an estimated cost of $1,810.

Traffic on State Route 1 (SR1) operates well below operational standards for a State highway, and intersections with SR1 are equally affected by heavily congested conditions and delayed turning movements. The certified MLCP calls for expansion of SR1 to four (4) lanes, which is assumed to relieve traffic congestion. Due to discussions with California Coastal Commission (CCC) staff, SR1 is anticipated to remain at its current two (2) lane configuration, with limited improvements at the intersection in Moss Landing. Both the policy change and actual operational conditions are likely to result in significant effects, and how those effects are characterized and mitigated should be discussed. Attendance by a Senior Associate from CONTRACTOR's traffic sub-consultant, Fehr and Peers, is included at an estimated cost of $1,400.

This meeting will also be used to determine which version of the Administrative Draft EIR shall be used as a starting point for revisions and to clarify the content and presentation of the EIR as it relates to the four (4) specific projects as listed below:

1. Monterey Bay Aquarium Research Institute Master Plan
2. Moss Landing Marine Laboratories
3. Gregg Drilling
4. Storm Drain Master Plan

Task 3 Prepare Complete and Detailed Project Description

3.4 Changes to Project Description

The build-out capacity for the MLBP site may increase since the last version of the EIR was prepared and Amendment No. 8 to this Agreement was approved on December 11, 2017 which also included changes to the Project description. Additional funds are needed to update EIR references to the MLBP to ensure those are reflective of the larger build-out capacity now proposed, and that the EIR analysis remains accurate.

Task 5 Prepare Technical Studies

5.1 Conduct Traffic Impact Analysis (TIA) (Fehr & Peers)

5.1.b TIA Update

CONTRACTOR's traffic sub-consultant, Fehr & Peers, completed a TIA in December 2015 based on 2011 count data. Fehr & Peers recently conducted updated traffic counts and submitted a memorandum to County comparing these counts to previous count data. Counts had increased by ten percent (10%) or more between 2011 and 2018. In addition to changes in traffic volumes, the build-out capacity for the MLBP site may increase since the last TIA, and an update to the TIA is necessary. Fehr & Peers scope and cost is included as Attachment A. CONTRACTOR shall assist in finding and providing data for the TIA and incorporate the new information into the EIR.

5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Groundwater)

5.4.b Water Supply Study Update

CONTRACTOR's water sub-consultant, Todd Groundwater, prepared several versions of a water supply study. The most recent version was completed on December 5, 2015. The build-out capacity for the MLBP site may be increased since the last water supply was completed, and an update to the study is necessary. The Salinas Valley Groundwater Sustainability Plan, authorized by legislation signed less than three (3) months prior to completion of the last water supply study, is now underway and may provide additional data for the water supply study. Additionally, there is now more known about the desalination projects proposed to supplement the existing groundwater and recycled water supplies currently available in the Moss Landing-Castroville area. Because the industrial square footage may increase, Todd Groundwater's updated scope assumes the need to prepare the study in accordance with the requirements of California Water Code Section 10910 (Water Supply Assessments). Todd Groundwater's scope and cost is included in Attachment B. CONTRACTOR shall assist in finding and providing data for the water supply study and incorporate new information in the EIR. CONTRACTOR's water sub consultant's attendance at the Pajaro Sunny Mesa Board meeting for approval of the water supply assessment is included.

5.7 Sea Level Rise Study

The *Moss Landing Community Coastal Climate Change Vulnerability Report* (June 2017) has become available. CONTRACTOR shall review and incorporate information into the EIR.

Product Delivery and Schedule

CONTRACTOR shall prepare a revised schedule of tasks beginning with a second Administrative Draft EIR once Amendment No. 10 to the Agreement is approved and a date certain is known for completion of the updated MLCP and companion Coastal Implementation Plan. CONTRACTOR estimates a six (6) month completion from delivery of the updated MLCP and authorization to continue work through completion of the Administrative Final EIR. CONTRACTOR shall provide deliverables in electronic format to Shelley Glennon, Senior Planner, at glennons@co.monterey.ca.us unless otherwise noted.

The following table summarizes the budget of the tasks described above.

Amendment No. 10 Tasks	Sub-Consultant Budget	CONTRACTOR Budget
Task 1.6 – Administration 2018-2020		$5,780
Task 1.7 – Strategy Meeting	$3,210	$4,820
Task 3.4 – Changes to Project Description		$2,535
Task 5.1 - Traffic Impact Analysis	$25,000	$960
Task 5.4 – Water Supply Study	$23,240	$780
Task 5.7 – Sea Level Rise Study		$1,275
Direct Costs (including overhead)		$105
Sub-Consultant Overhead		$2,573
Sub-Total	**$51,450**	**$18,828**
Grand Total		**$70,278**

Tasks detailed above shall be provided as noted. Additional services shall not be provided until the additional services are presented to County and with County and Project Applicant approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will receive County's authorization to proceed with the additional services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an additional amount not to exceed $70,278 for a total amount not to exceed $531,226 (Base budget amount of $486,212 and Project 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-3, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the tasks listed above and in the following Cost Proposal.

CONTRACTOR proposes payment for completed milestones as follows:

Milestone 1: Water Supply Study	$24,402
Milestone 2: Traffic Impact Analysis	$26,250
Milestone 3: Strategy Meeting	$ 8,191
TOTAL:	$58,843

Milestone 4: Remaining Administrative Costs - $5,885, Data Coordination and Related EIR Revisions - $1,740, Project Description Changes - $2,535, and Sea Level Rise Revisions to the EIR - $1,275, for a total amount not to exceed $11,435, will be clearly identified as listed herein on a fourth invoice and upon completion of the services.

Travel reimbursement is included in Administrative Overhead. There shall be no further 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.

Moss Landing Community Plan Update EIR - Cost Proposal for Amendment No. 10

Task	EMC Planning Group Inc.						
Staff	Sr. Principal	Principal	Assistant Planner	Production	Administrative	Total Hours	Total Cost
Billing Rate (Per Hour)	$235.00	$200.00	$95.00	$125.00	$75.00		
Task 1.6 Administration 2018-2020	8	18	0	0	4	30	$5,780.00
Task 1.7 Strategy Meeting	12	10	0	0	0	22	$4,820.00
Task 3.4 Changes to the Project Description	0	10	3	2	0	15	$2,535.00
Task 5.1.b Traffic Impact Analysis Data Coord	0	1	8	0	0	9	$960.00
Task 5.4.b Water Supply Study Data Coordina	0	2	4	0	0	6	$780.00
Task 5.7 Incorporate New Sea Level Rise Stu	0	4	5	0	0	9	$1,275.00
Subtotal (Hours)	20	45	20	2	4	**Total Hours** 91	**Total Cost** $16,150.00
Subtotal (Cost)	$4,700.00	$9,000.00	$1,900.00	$250.00	$300.00		

Additional Costs	
Travel Costs	$70.00
Miscellaneous	$30.00
Administrative Overhead 5%	$5.00
Total	**$105.00**

Todd Groundwater - Report Update	$21,040.00
Todd Groundwater - Strategy Meeting	$1,810.00
Todd Groundwater - PSMWD Meeting	$2,200.00
Fehr and Peers - Report Update	$25,000.00
Fehr and Peers - Strategy Meeting	$1,400.00
Subconsultant Overhead 5%	$2,573.00
Total	**$54,023.00**

Total Costs	
	$70,278.00

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices for work products / deliverables / milestones 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**

EMC Planning Group, Inc.
Moss Landing Community Plan Update Environmental Impact Report

Date: _____ *Invoice No.*_____

Original Agreement Term:	*May 4, 2010 to May 31, 2011*
Original Agreement Amount:	*$ 300,000.00 ($254,986.00 Base Budget plus $45,014.00 Project Contingency)*
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*
Amendment No. 6:	*$69,448.00 ($69,448.00 Base Budget plus $0 Project Contingency)*
Amendment No. 7:	*Term Extension to May 31, 2018*
Amendment No. 8:	*$91,500.00 ($91,500.00 Base Budget plus $0 Project Contingency) Term Extension to September 30, 2018*
Amendment No. 9:	*Term Extension to May 31, 2020*

This Invoice:		***Task 1: Administration/Management***	
		1.6 Administration 2018 - 2020	
	$ 5,780.00	*-CONTRACTOR*	_____
		1.7 Strategy Meeting	
	$ 4,820.00	*-CONTRACTOR*	_____
	$ 1,400.00	*-Traffic Sub-Consultant (Fehr & Peers)*	_____
	$ 1,810.00	*-Water Sub-Consultant (Todd Groundwater)*	_____
		Task 3: Prepare Complete and Detailed Project Description	
		3.4 Changes to Project Description	
	$ 2,535.00	*-CONTRACTOR*	_____
		Task 5: Prepare Technical Studies	
		5.1.b Traffic Impact Analysis Update	
	$ 960.00	*-CONTRACTOR*	_____
	$ 25,000.00	*-Traffic Sub-Consultant (Fehr & Peers)*	_____

		5.4.b Water Supply Update	
	$	*780.00*	*-CONTRACTOR*
	$	*21,040.00*	*-Water Sub-Consultant (Todd Groundwater)*
	$	*2,200.00*	*-PSMWD Meeting (Todd Groundwater)*
		5.7 Sea Level Rise Study	
	$	*1,275.00*	*-CONTRACTOR*
		Additional Costs	
	$	*105.00*	*-Administrative Overhead*
	$	*2,573.00*	*-Sub-Consultant Overhead (5%)*
Total:	*$*	*70,278.00*	

Remaining Balance *$*_____

Approved as to Work/Payment: _____ *Date:* _____
Shelley Glennon, Senior Planner

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 address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

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 or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

FEHR & PEERS

August 16, 2018

Richard James
EMC Planning Group
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

Subject: **Additional Transportation Services for the Moss Landing Community Plan Environmental Impact Report (EIR), in Moss Landing, California** SJ11-1242

Dear Richard:

Thank you for the opportunity to submit this proposal to provide additional transportation planning and engineering services not covered under our current contract to support the Moss Landing Community Plan EIR.

The Moss Landing Community Plan project has been on hold since 2016 and Monterey County would like to now finalize it and the associated Environmental Impact Report (EIR). This will require an update the Transportation Impact Analysis (TIA) prepared in 2015 to include new intersection counts and updated forecasts. In addition, it is our understanding that the land use assumptions for the Community Plan have been refined and requiring the project trip generation estimates to be revised. The project descriptions for the three near-term developments (Monterey Bay Aquarium Research Institute (MBARI), Moss Landing Marine Lab (MLML), and Gregg Drilling) have not changed and we will rely on the previously prepared trip estimates for these three developments.

The analysis will include the four intersections previously analyzed in the TIA:

1. Highway 1 / Dolan Road
2. Highway 1 / Moss Landing (North)
3. Highway 1 / Moss Landing (South) – Potrero Road
4. Highway 1 / Merritt Road (Highway 183)

The intersections will be evaluated under the scenarios in the previous TIA:

Scenario 1: *Existing Conditions* – Existing traffic volumes obtained from April 2018 counts.

160 W. Santa Clara Street | Suite 675 | San Jose, CA 95113 | (408) 278-1700 | Fax (408) 278-1717
www.fehrandpeers.com

Scenario 2a: *Existing + MBARI conditions* – Existing volumes plus volumes generated by the MBARI development project.

Scenario 2b: *Existing + MLML conditions* – Existing volumes plus volumes generated by MLML development projects.

Scenario 2c: *Existing + Gregg conditions* – Existing volumes plus volumes generated by the Gregg Marine development project.

Scenario 3: *No Project Cumulative Analysis* – Year 2030 cumulative traffic volumes consisting of Existing volumes with through traffic adjusted by a growth factor, plus traffic from approved (but not constructed projects) within the Moss Landing Community Plan Area.

Scenario 4: *Community Plan Cumulative Analysis* – Year 2030 cumulative traffic volumes plus volumes generated by the full Community Pan build-out and the three individual development projects listed above (MBARI, MLML and Gregg).

Our scope of work to revise the Moss Landing Community Plan TIA is outlined below.

Scope of Work

Task 1 – Update Existing Conditions

We will update the analysis results for Existing Conditions (Scenario 1) with new intersection count data collected in April 2018. The intersection analysis will be conducted using Synchro analysis software incorporating analysis methods from the Highway Capacity Analysis HCM 6th Edition.

Task 2 – Develop Trip Generation Estimates for the Community Plan

We will update the trip generation estimates for the Community Plan area (not including MBARI, MLML, and Greggs Drilling) based on the new programming proposed by the Community Plan. Trip generation estimates will be developed using Institute of Transportation Engineers (ITE) rates or other engineering sources, as applicable.

Task 3 – Update Cumulative No Project Conditions

We will update the analysis for Cumulative No Project Conditions (Scenario 3) to the year 2030 by applying a growth rate. The growth rate will be determined using historical traffic counts and information from the Association of Monterey Bay Area Governments (AMBAG) travel demand model. We will confirm these growth rates with the County.

Task 4 – Update Plus Project Analysis scenarios

Based on the trip estimates from Task 2 and baseline scenarios developed in Task 1 and 3, we will conduct intersection level of service analysis for the four study intersections for Scenarios 2a, 2b, 2c, and 4.

Task 5 – Identify Impacts and Mitigation Measures

Significant impacts will be identified using appropriate criteria for each travel mode and circulation issue. Project impacts will be identified by comparing the results of the level of service calculations for Existing Conditions to the results for individual Project Conditions. Year 2030 (cumulative) impacts of the proposed Community Plan will be identified by comparing the results of the level of service calculations for Scenario 4 to Existing Conditions. County and Caltrans TIA guidelines will be used to identify impacts for their roadway facilities.

For significant impacts, feasible mitigation measures will be recommended to reduce impacts to a less than significant level where possible. Since there are proposed and planned improvements within the study area, an assessment will be made as to how well these improvements address either impacts or safety concerns. This assessment will be included in the study documentation.

Project impacts to the surrounding transit, bicycle, pedestrian facilities and parking will also be identified. Measures to mitigate project impacts on these facilities will be recommended including providing appropriate linkages to adjacent land uses, and improving facilities for all modes including bus turnouts, shelters, etc.

Task 6 – Update TIA Report

Based on the analysis results we will update TIA report. An administrative draft of the report will be submitted for review and comment. Fehr & Peers will address comments and make corrections to the document and prepare a draft report for review by County staff. Fehr & Peers will address County staff questions/comments and any corrections and prepare a final TIA for public review and circulation with the environmental document.

This proposal includes up to a total of 12 staff hours to respond to comments on the administrative draft and draft reports. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Task 7 – Respond to Comments

This proposal includes up to a total of 8 staff hours to respond to comments generated during the public review process of the environmental document. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Task 8 – Attend Meetings

Fehr & Peers will attend one public meeting (workshop or hearing). Attendance at additional public meetings or any project meetings will be conducted as an additional service.

Fee and Terms

The time-and-material budget to complete the tasks above is $25,000, and includes all staff time, as well as direct expenses. This increases the total project budget to $122,360. Additional services will be conducted with written authorization and billed on a time-and-materials basis. This agreement will be governed by the terms of our original contract dated February 8, 2011.

Should you have any questions, please feel free to call me at (408) 645-7014. Otherwise, please provide a contract amendment at your earliest convenience. We anticipate that we can complete the analysis outlined above within ten weeks after our receipt of a contract amendment or written notice to proceed. We appreciate the opportunity to continue to work with you on this project.

Sincerely,

FEHR & PEERS

Franziska Church, AICP

Senior Associate

TODD GROUNDWATER

January 6, 2019

MEMORANDUM

Transmitted via e-mail

To: Richard James, EMC Planning Group

From: Kate White, PE and Iris Priestaf, PhD, President

Re: Revised Proposal to Update the Water Supply Assessment for the Moss Landing Community Plan, Moss Landing, California

Todd Groundwater (previously called Todd Engineers) has prepared various versions of a Water Supply Assessment (WSA) or a Water Supply Evaluation (WSE) for the Moss Landing Community Plan (MLCP or Project) over the last seven years. The most recent is the December 4, 2015 Public Draft Update WSE. Since 2015, changes have occurred to the proposed MLCP, including an increase in industrial square footage that warrants an updated WSA.

This proposal outlines the scope and estimated costs to update our 2015 MLCP WSE. The proposed increase in additional square footage at the Moss Landing Business Park may trigger the need for a full Water Supply Assessment (rather than a Water Supply Evaluation) in accordance with California Water Code Section 10912(a)[1] because the increase in square footage at the Moss Landing Business Park may be over 650,000 square feet (sf). The provided cost estimate includes increased detail needed to comply with the full WSA reporting requirements.

The California Water Code Section 10910 (also termed Senate Bill 610 or SB610) requires that a WSA be prepared for a project that is subject to the CEQA and is considered a project subject to SB610 as defined in Water Code Section 10912. The MLCP is subject to CEQA and is a project according to Water Code Section 10912 because it contains industrial land having more than 650,000 sf of floor space. This WSA will provide a comparison of projected water supplies and demands to form the basis for an assessment of water supply sufficiency for the Project. The analysis will extend to 2045 and address water demands in five-year increments and fulfill SB 610 WSA requirements. The Sustainable Groundwater Management Act (SGMA) and status of the Sustainable Groundwater Management Plan (GSP) being prepared by the Salinas Basin Sustainable Groundwater Agency (GSA) will be summarized as important context for water

[1](5) (A) industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 sf of floor space except as otherwise provided in subparagraph (B)

resource planning and management in the Moss Landing area. We note that the basin is designated by DWR as critically overdrafted.

The following sections outline our scope of work, staffing, schedule, and budget for the WSA.

Scope of Work

Todd Groundwater will work closely with the Monterey County Resource Management Agency and EMC Planning Group, preparer of the Environmental Impact Report, to update the 2015 Public Draft Update of the WSE. The update will incorporate revised information regarding Project buildout size and water use as well as extending the projections to 2045 (from 2035). The baseline (current) water use may be updated from those of 2012 to current conditions, if warranted. The update also may include review of relevant GSP information as available. Our scope will be compliant with full WSA requirements and will follow the Department of Water Resources (DWR) *Guidebook* for Implementation of SB 610 and 221, where applicable.

Task 1 Data Acquisition and Review

In this task, we will acquire and review relevant updated information. We will request projected buildout conditions to update our MLCP Additional Water Demand Projections at Buildout table (Table 2 in the 2015 Public Draft Update WSE). This will include updated square footages of commercial and industrial development and updated number of residential units. We will also request projected water use rates for the additional development. If they are not available, we can use reasonable water use rates from similar developments. We will also request updated population projections to update Table 4 of the 2015 WSE to 2045.

Task 2 Water Supply and Demand Assessment

This task involves evaluation of water supply and demand for the Project during normal and drought conditions with projection to the year 2045. Water supply and demand will be compared to assess the sufficiency of water supply for the MLCP in light of the Moss Landing area's total water supply and demand. If the supply is deemed insufficient, we will appropriately document Pajaro Sunny Mesa Community Services District (PSMCSD) plans for water supply augmentation. A brief discussion of the County's policies regarding development in the MLCP area and a discussion of the Salinas Valley GSA Groundwater Sustainability Plan preparation status will also be included.

2a. Assess Water Demand. We will compare provided Project water demand numbers to general water duty factors to assess reasonableness of the Project water use estimates for the various water uses. If water demand numbers are not available, we will use reasonable estimates. Tables 1 and 2 of the 2015 WSE will be updated with the new Project information. In addition, Tables 5 and 6 of the 2015 WSE will be updated with updated current and projected PSMCSD demand information.

2b. Assess Water Supply. Groundwater is the existing source of supply; accordingly, we will update the documentation of groundwater required by Water Code Section 10910 with updated information (Table 9 of the 2015 WSE) and any insights from the GSP process. The climate data in the 2015 WSE will be updated from 2012 to current conditions (Figure 4 and

Table 3 of the 2015 WSE). A summary table will document existing and planned water supplies in 5-year increments to 2045 (update of Table 7 in the 2015 WSE). The analysis will address water supply for normal and dry years (update Table 8 in the 2015 WSE).

2c. Comparison of Supply and Demand and Sufficiency Determination. The WSA will provide a discussion of the sufficiency of water supply for the Project. This will involve comparison of total water supply and demand for the PSMCSD service area with and without the Project under normal conditions with a projection in 5-year increments to 2045. The discussion will also address the projected water supply and demand under single-year and multiple-year drought conditions (update Tables 8 and Table 10 of 2015 WSE).

2d. Potential Mitigations

If the analysis indicates that water supply is insufficient, we will describe ongoing water management planning and PSMCSD plans for acquiring additional water supply. Brief discussions will be included of the County's policies regarding development in the MLCP area and the Salinas Valley GSA GSP preparation status with emphasis on potential projects that will affect the Moss Landing area.

We will work with the County and EMC to identify potential project alternatives, such as a reduction in proposed development, that would reduce overall Project water use. This may be in the form of a simple table showing various reductions in Project development and the associated reduction in proposed water use. The table may also include the option of a phased approach to the development where later phases may only occur if alternative water supplies are secured or regional efforts to resolve overdraft are amenable to more water use.

Task 3 Reporting

3a. Administrative Draft. We will provide the County and EMC with an administrative draft version of the report for internal review. The text of the report will be concise and focused on relevant tables. For purposes of costing, we assume submittal of an electronic version of the report (pdf).

3b. Draft Report. Comments on the Administrative Draft WSA will be incorporated and the Draft Report will be provided to the County and EMC. For purposes of costing, we assume submittal of an electronic version of the draft report (pdf).

3c. Final Report. We will address comments on the Draft WSA and subsequently submit a final WSA in electronic format to the County and EMC. The costs for this task assume minimal comments on the WSA.

Task 4 Project Coordination and Meetings

This task includes project management and coordination among Todd Groundwater, County staff, and EMC; we assume that much communication will occur via email. We have included attending two meetings in our scope and budget. One meeting would be a County staff strategy meeting in Salinas and the other meeting would be a PSMCSD Board meeting in Royal Oaks. We would be happy to support the County and EMC in additional meetings on a time and materials basis.

Staffing

Kate White, Senior Engineer, will serve as project manager with responsibility for the accurate and timely completion of the Project within the cost estimate. She will be assisted by other staff as needed. Iris Priestaf, PhD, President, will provide project oversight.

Schedule

We can complete the Administrative Draft WSA within eight weeks of notice to proceed, assuming timely provision of needed information.

WSA Budget

Our proposed budget for the WSA is $25,050. This budget assumes no significant changes in the project description in terms of water demand during the WSA process. Todd Groundwater submits monthly invoices on a time and materials basis and we regard this as a not-to-exceed budget. If we complete the project under the budget, unused funds will not be billed.

Task 1 Data Acquisition and Review	$ 2,600
Task 2 Water Supply and Demand Assessment	$ 8,690
Task 3 Reporting	$ 8,030
Task 4 Project Coordination and Meetings	$ 5,730
Total:	**$25,050**

We appreciate the opportunity to continue to work with EMC and Monterey County RMA.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2018

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 NAME: Monique Thanos, CIC
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234 FAX (A/C, No): (831) 624-4605 E-MAIL ADDRESS: moniquet@carmelinsurance.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
EMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940	INSURER A: Admiral Insurance Company INSURER B: Nationwide Mutual 23787 INSURER C: Republic Indemnity 9999 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** GL, Auto, WC, Excess **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $10,000 Deductible/Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			FEIECC2432501	12/01/2018	12/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ACP3078546333	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FEIEXS2432601	12/01/2018	12/01/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		18205509	12/01/2018	12/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Retroactive Date 8/22/02			FEIECC2432501	12/01/2018	12/01/2019	Each Wrongful Act/Claim General Aggregate Limit Deductible/Wrongful Act	$2,000,000 $2,000,000 $10,000

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

CERTIFICATE HOLDER

County of Monterey its agents, officers & employees
168 West Alisal Street
3rd Floor
Salinas CA 93901

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

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EMC Planning Group, Inc.
Endorsement Number: 29

Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization

This endorsement, effective 12/1/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-01. This endorsement changes the Policy. Please read it carefully.

In consideration of an additional premium of $Applied, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name and Address of Person or Organization:

The County of Montereyits 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.

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EMC Planning Group, Inc.
Endorsement Number: 33

Additional Insured – Owners, Lessees or Contractors – Completed Operations

This endorsement, effective 12/1/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-01. 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
Location And Description of Completed Operations: Those project locations where this additional insured coverage is required by contract.
Additional Premium: $Applied

(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".

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EMC Planning Group, Inc.
Endorsement Number: 28

Primary and Noncontributory – Other Insurance Condition

This endorsement, effective 12/1/2018 attaches to and forms a part of Policy Number FEI-ECC-24325-01. 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.

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Waiver Of Transfer Of Rights Of Recovery Against Others to Us - Blanket

This endorsement, effective 12/1/2018, attaches to and forms a part of Policy Number FEI-ECC-24325-01. It modifies insurance provided under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium of $Applied, 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.

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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

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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 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 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

1. 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.

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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.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. 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 SECTION III – PHYSICAL DAMAGE COVERAGE 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

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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.

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:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. 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

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 Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $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 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

1. 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.
   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. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment 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:

   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

   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:

(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 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:

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:

(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:

1. 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
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. 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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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:

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.

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AMENDMENT NO. 11
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 11 to Professional Services Agreement No. A-11914 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 Professional Services Agreement No. A-11914 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

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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, Agreement was amended by the Parties on October 1, 2018 (hereinafter, "Amendment No. 9") to extend the term for twenty (20) additional months through May 31, 2020 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 4, 2019 (hereinafter, "Amendment No. 10", including Exhibit A-3 – Scope of Services/Payment Provisions) to increase the amount by $70,278 which resulted in a total not to exceed amount of $531,226 with no extension to the term; 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 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 two (2) additional years to May 31, 2022 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. 11.

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, 2022, 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, 2022 to conform to the amended term of the Agreement.

3. Replace the County's email address in Section 2, "Invoice Detail", in Exhibit A-3, Scope of Services/Payment Provisions, of Amendment No. 10 to the Agreement with the following: RMA-Finance-AP@co.monterey.ca.us

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

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5. This Amendment No. 11 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 11 are incorporated into the Agreement and this Amendment No. 11.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 11 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by: John M Dugan E8D855FE840144F...

John M. Dugan, AICP
RMA Deputy Director of Land Use and Community Development

Date: 7/23/2020

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

By:

Brian P. Briggs
Deputy County Counsel

Date: 6-2-20

Approved as to Fiscal Provisions

By:

Auditor/Controller

Date: 6/8/2020

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

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR*

EMC Planning Group, Inc.
Contractor's Business Name

By: Teri Wissler Adam
(Signature of Chair, President or Vice President)

Its: Teri Wissler Adam, Vice President
(Print Name and Title)

Date: March 24, 2020

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: March 24, 2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2019

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

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

PRODUCER	CONTACT NAME: Monique Thanos, CIC	
Carmel Insurance Agency San Carlos 2 NW of 8th P.O. Box 6117 Carmel CA 93921-6117	PHONE (A/C, No, Ext): (831) 624-1234	FAX (A/C, No): (831) 624-4605
	E-MAIL ADDRESS: moniquet@carmelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Admiral Insurance Company	
INSURED	INSURER B : Nationwide Mutual	23787
EMC Planning Group, Inc. 301 Lighthouse Avenue Suite C Monterey CA 93940	INSURER C : Republic Indemnity	9999
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** GL/Prof, Auto, WC, Exc **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $10,000 Deductible/Occurrence [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			FEIECC2432502	12/01/2019	12/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ACP3088546333	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			FEIEXS2432602	12/01/2019	12/01/2020	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		18205510	12/01/2019	12/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Retroactive Date 8/22/02			FEIECC2432502	12/01/2019	12/01/2020	Each Wrongful Act/Claim General Aggregate Limit Deductible/Wrongful Act	$2,000,000 $2,000,000 $10,000

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

CERTIFICATE HOLDER

County of Monterey Its agents, officers & employees
1441 Schilling Place
South 2nd
Salinas CA 93901-4527

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

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Additional Insured – Owners, Lessees or Contractors – Blanket

This endorsement, effective 12/1/2019, attaches to and forms a part of Policy Number FEI-ECC-24325-02. It modifies insurance provided under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium of $Applied, it is agreed that the following changes are made to the Policy:

COMMERCIAL GENERAL 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.

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.

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Waiver Of Transfer Of Rights Of Recovery Against Others to Us - Blanket

This endorsement, effective 12/1/2019, attaches to and forms a part of Policy Number FEI-ECC-24325-02. It modifies insurance provided under this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the additional premium of $Applied, 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.

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EMC Planning Group, Inc.
Endorsement Number: 30

Primary and Noncontributory – Other Insurance Condition

This endorsement, effective 12/1/2019 attaches to and forms a part of Policy Number FEI-ECC-24325-02. 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.

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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 3088546333** Effective from **12/01/2019** to **12/01/2020**

Named Insured: **EMC PLANNING GROUP, INC.** Agency Name: **CARMEL INSURANCE AGENCY**

SCHEDULE OF FORMS AND ENDORSEMENTS

Form No.	Date	Title	Premium
AC0060A	(10/01)	SPECIAL PHYSICAL DAMAGE COVERAGE	
AC0143	(09/09)	CALIFORNIA CHANGES	
AC0305	(04/00)	CALIFORNIA CHANGES - WAIVER OF COLLISION DEDUCTIBLE	
AC2154	(09/09)	CALIFORNIA UNINSURED MOTORISTS COVERAGE - BODILY INJURY	
AC7000	(03/16)	AUTO MEDICAL PAYMENTS AMENDMENT	
AC7005	(03/16)	BUSINESS AUTO PROTECTION - GOLD	$ 300.00
AC7007	(03/16)	BUSINESS AUTO EXTENSION ENDORSEMENT	
AC9954	(04/05)	AMENDMENT OF COVERED AUTO SYMBOL 7	
CA0001	(10/13)	BUSINESS AUTO COVERAGE FORM	
CA0424	(10/13)	CALIFORNIA AUTO MEDICAL PAYMENTS	
CA2048	(10/13)	DESIGNATED INSURED	
CA2384	(10/13)	EXCLUSION OF TERRORISM	
CA9903	(10/13)	AUTO MEDICAL PAYMENTS COVERAGE	
GU207	(06/78)	BLANK ENDORSEMENT FORM	
IL0017	(11/98)	COMMON POLICY CONDITIONS	
IL0021	(09/08)	NUCLEAR ENERGY LIABILITY EXCLUSION	
IL0270	(09/12)	CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL	
IL7002	(09/11)	ADVANCE NOTICE OF CANCELLATION,NONRENEWAL OR COVERAGE REDUCT	

SCHEDULE OF IMPORTANT NOTICES

Form No.	Date	Title
IN0001	(04/16)	CONSUMER COMPLAINTS AND INFORMATION
IN0610	(01/04)	IMPORTANT NOTICE - AUTO BILL OF RIGHTS
IN5017	(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)
IN5278	(12/13)	IMPORTANT NOTICE FAIR CREDIT REPORTING ACT

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

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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 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 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

1. 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.

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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.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. 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 SECTION III – PHYSICAL DAMAGE COVERAGE 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

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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.

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:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
2. 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

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 Schedule.
4. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. $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 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

1. 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.
   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. The cost of repairing or replacing may:
   a. Be based on an estimate which includes parts furnished by the original equipment 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:

   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

   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:

(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 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:

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:

(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:

1. 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
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. 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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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:

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.

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