

**AMENDMENT NO. 13
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
PACIFIC MUNICIPAL CONSULTANTS**

THIS AMENDMENT NO. 13 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Pacific Municipal Consultants (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 July 21, 2006 (hereinafter, "Agreement", including Exhibit A – Scope of Services/Payment Provisions); and

WHEREAS, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 1, 2009 (hereinafter, "Amendment No. 4"), December 10, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7", including Exhibit A-2 – Scope of Services/Payment Provisions), May 3, 2012 (hereinafter, "Amendment No. 8"), August 23, 2012 (hereinafter, "Amendment No. 9", including Exhibit A-3 – Scope of Services/Payment Provisions), February 15, 2013 (hereinafter, "Amendment No. 10"); June 5, 2013 (hereinafter, "Amendment No. 11", including Exhibit A-4 – Scope of Services/Payment Provisions), and February 20, 2014 (hereinafter, "Amendment No. 12") and incorporated into the Agreement by this reference; and

WHEREAS, Domain Corporation (hereinafter, "PROJECT APPLICANT") has applied to the County for approval of various development permits for the Ferrini Ranch Subdivision (hereinafter, "PROJECT") requiring an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, the Final EIR for the PROJECT has been completed but has not been certified; and

WHEREAS, additional time is required to complete the discretionary hearing process for the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2015 with no associated dollar amount increase to complete the discretionary hearing process for the EIR for the PROJECT.

Amendment No. 13 to Professional Services Agreement
Pacific Municipal Consultants
Ferrini Ranch Subdivision EIR
RMA – Planning
Term: July 11, 2006 – June 30, 2015
Not to Exceed: \$607,631.00

A

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 July 11, 2006 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.

2. The "Project Schedule" referenced in Amendment No. 1, Exhibit A-1 – Scope of Services/Payment Provisions, is hereby amended to extend through June 30, 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. 13 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 13 are incorporated into the Agreement and this Amendment No. 13.

Amendment No. 13 to Professional Services Agreement
Pacific Municipal Consultants
Ferrini Ranch Subdivision EIR
RMA – Planning
Term: July 11, 2006 – June 30, 2015
Not to Exceed: \$607,631.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 13 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Director of Planning

Pacific Municipal Consultants
Contractor's Business Name

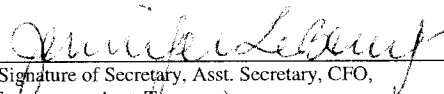
Date: 11/3/14

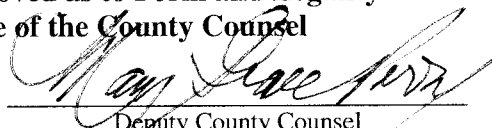
By: 
(Signature of Chair, President or Vice President)

Its: Philip O. Carter, President
(Printed Name and Title)

Date: 10/23/2014

**Approved as to Form and Legality
Office of the County Counsel**

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

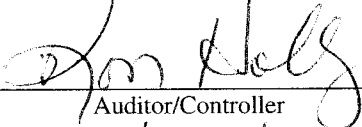
By: 
Deputy County Counsel

Its: Jennifer LeBocuet, Secretary
(Printed Name and Title)

Date: 10-29-2014

Date: 10/23/2014

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 10/28/14

Approved as to Indemnity, 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.

Amendment No. 13 to Professional Services Agreement
Pacific Municipal Consultants
Ferrini Ranch Subdivision EIR
RMA - Planning
Term: July 11, 2006 - June 30, 2015
Not to Exceed: \$607,631.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2014

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 Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675		CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com	
INSURED Pacific Municipal Consultants, dba: PMC 2729 Prospect Park Dr., Ste. 220 Rancho Cordova CA 95670		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Insurance Co. of America	NAIC # 31534
		INSURER B: Hanover American Insurance Co.	36034
		INSURER C: Massachusetts Bay Insurance Co.	22306
		INSURER D: Continental Casualty Co.	20443
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20605969

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 SUBR INSR W/V?	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	OB3914666103	7/1/2014	7/1/2015	EACH OCCURRENCE \$ \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,000,000 GENERAL AGGREGATE \$ \$4,000,000 PRODUCTS - COMP/OP AGG \$ \$4,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		OB3914666103	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,000,000 BODILY INJURY (Per person) \$ \$ BODILY INJURY (Per accident) \$ \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		OB3914666103	7/1/2014	7/1/2015	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WZ3912749004 (CA, AZ)	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WD3912749603 (OR)	7/1/2014	7/1/2015	<input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability		MCH288307507	7/1/2014	7/1/2015	Per Claim: \$2,000,000 Aggregate: \$3,000,000

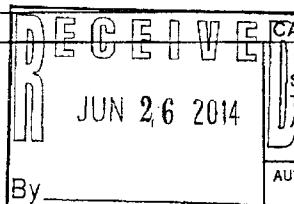
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to Grant Files Assistance. County of Monterey, its officers, agents and employees are named as additional insureds on the general liability policy-see attached endorsement.

The above policies contain a 30-day notice provision for non-renewal and cancellation, 10-day notice for non-payment of premium.

CERTIFICATE HOLDER

County of Monterey
 Economic Dev Dept: Housing Office
 168 W. Alisal St., 3rd Fl.
 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

(BSTN) Mike Christian

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ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

I. Additional Insured by Contract, Agreement or Permit

Under **SECTION II – LIABILITY, C. Who Is An Insured**, Paragraph 4. is added as follows:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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,

but only with respect to:

- (3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, agreement or permit.

- b. This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- (2) To any person or organization included as an insured by an endorsement issued by us and made part of this Policy;
- (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage" or "personal and advertising injury" arises out of the sole negligence of the lessor;
- (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for that land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage" or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services. This includes but is not limited to any professional services as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

- d. All other insuring agreements, exclusions, and conditions of the policy apply.

II. Additional Insured by Contract, Agreement or Permit – Primary and Non-contributory

The following is added to **SECTION III – COMMON POLICY CONDITIONS**:

M. Other Insurance

1. Additional Insureds

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, Part C – Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under **SECTION II – LIABILITY, Part A. Coverages, Paragraph 1., Business Liability** our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured.

We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) When b.(2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b.(3) below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability**.

When this insurance is excess, we will have no duty under **SECTION II – LIABILITY, Part A. Coverages, 1. Business Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

III. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, **D. Liability and Medical Expenses Limits of Insurance** under **Section II – Liability** is amended by adding the following:

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement **F. Liability And Medical Expenses Definitions** under **Section II - Liability** is amended by adding the following:

a. "Your project" means:

- i. Any premises, site or location at, on, or in which "your work" is not yet completed; and
- ii. Does not include any location listed in the Declarations.

IV. Blanket Waiver of Subrogation

Paragraph K. **Transfer Of Rights Of Recovery Against Others To Us** in Section III – **Common Policy Conditions** is amended by the addition of the following:

We will waive any right of recovery we may have against any person or organization when you have agreed in a written contract, permit or agreement to waive any rights of recovery against such person or organization 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".

**AMENDMENT NO. 13
TO REIMBURSEMENT AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DOMAIN CORPORATION**

THIS AMENDMENT NO. 13 to the Reimbursement Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Domain Corporation (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT entered into a Reimbursement Agreement with County on July 21, 2006 (hereinafter "Agreement", including Exhibit 1, Professional Services Agreement (PSA)); and

WHEREAS, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1", including Exhibit 1-A, Amendment No. 1 to the PSA), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 9, 2009 (hereinafter, "Amendment No. 4"), December 10, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7", including Exhibit 1-B, Amendment No. 7 to the PSA), May 3, 2012 (hereinafter, "Amendment No. 8"), August 23, 2012 (hereinafter, "Amendment No. 9", including Exhibit 1-C, Amendment No. 9 to the PSA), February 15, 2013 (hereinafter, "Amendment No. 10"), June 5, 2013 (hereinafter, "Amendment No. 11", including Exhibit 1-D, Amendment No. 11 to the PSA), and February 20, 2014 (hereinafter, "Amendment No. 12") and incorporated into the Agreement by this reference; and

WHEREAS, PROJECT APPLICANT has applied to the County for approval of various development permits for the Ferrini Ranch Subdivision (hereinafter, "PROJECT") requiring an Environmental Impact Report (EIR); and

WHEREAS, County engaged Pacific Municipal Consultants (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the Final EIR for the PROJECT has been completed by the CONTRACTOR but has not been certified; and

WHEREAS, additional time is required to complete the discretionary hearing process for the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2015 with no associated dollar amount increase to complete the discretionary hearing process for the EIR for the PROJECT.

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

1. Amend Paragraph 5, "Term", to read as follows:

Agreement shall become effective July 11, 2006 and continue through June 30, 2015, unless terminated pursuant to Paragraph 6 of Agreement.

2. Amend the first sentence of Paragraph 6, "Termination", to read as follows:

Agreement shall terminate on June 30, 2015, but may be terminated earlier by PROJECT APPLICANT or COUNTY, by giving thirty (30) days' written notice to the other.

3. All other terms and conditions of the Agreement remain unchanged and in full force.

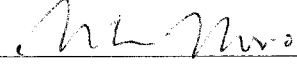
4. This Amendment No. 13 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.

5. The recitals to this Amendment No. 13 are incorporated into the Agreement and this Amendment No. 13.



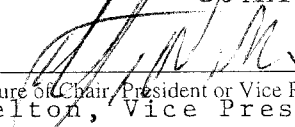
IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 13 to the Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: 
Director of Planning

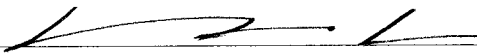
Date: 11/3/14

PROJECT APPLICANT* DOMAIN CORPORATION

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

Its: _____
(Printed Name and Title)

Date: 10/23/14

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

Mark Leekley
Its: Vice President & Assistant Treasurer
(Printed Name and Title)

Date: 10/23/2014

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Deputy County Counsel

Date: 10-29-2014

*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.