

**AMENDMENT #5
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY & BICKMORE**

THIS AMENDMENT is made to the AGREEMENT for the provision of annual actuarial analysis of workers' compensation and general liability self-insurance programs, safety consulting, claims consulting and Risk Management Services by and between **BICKMORE**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR entered into the original AGREEMENT on August 30, 2008; and

WHEREAS, the AGREEMENT was amended by the parties on July 17, 2009 by Amendment No. 1, to extend the term to August 30, 2011 and increase the total compensation to \$60,000; and

WHEREAS, the AGREEMENT was amended by the parties on February 12, 2010, by Amendment No. 2 to modify the Scope of Services and increase the total compensation to not exceed \$100,000; and

WHEREAS, the AGREEMENT was amended by the parties on May 24, 2011, by Amendment No. 3 to extend the term to June 30, 2012, and increase the total compensation to not exceed \$190,000; and

WHEREAS, the AGREEMENT was amended by the parties on June 28, 2012, by Amendment No. 4 to extend the term for three (3) years to June 30, 2015, and increase the total compensation to not exceed \$490,000; and

WHEREAS, on April 5, 2013, BICKMORE and ASSOCIATES, INC. dba BICKMORE RISK SERVICES, INC. formally changed their name with the California Secretary of State to "**BICKMORE**". No other changes to the legal entity were made; and

WHEREAS, the County and CONTRACTOR now wish to extend this contractual term through **June 30, 2016**, by way of Amendment #5, and increase total compensation by \$100,000, from \$490,000 to **\$590,000**.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. Paragraph one of original agreement shall be amended by removing "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 Bickmore Risk Services, Inc, (hereinafter "CONTRACTOR")" and replacing it with "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 **BICKMORE**, (hereinafter "CONTRACTOR")."
2. Section 2., "**PAYMENTS BY THE COUNTY**" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$490,000." and replacing it with "**The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$590,000**".

3. Section 3., "**TERM OF AGREEMENT**" shall be amended by removing "The term of the Agreement is from August 30, 2008 to June 30, 2015" and replacing it with "**The term of this agreement is from August 30, 2008 to June 30, 2016**".
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #5 and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT #5 shall be attached to the original AGREEMENT.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: [Signature]
Signature of Chair, President, or
Vice-President

Dated: _____

John Alltop
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 3/12/15

Deputy Auditor/Controller

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

Dated: 2-11-15

Jeffrey Grubbs
Printed Name and Title

RISK MANAGEMENT
Approved as to Liability Provisions:
COUNTY OF MONTEREY

Dated: 3/11/15

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

Dated: [Signature]

By: _____

Date: 5/7/15

Approved as to Form:

Deputy County Counsel

Dated: 5/8/15

*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.