

**AMENDMENT #1
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY AND
CARL WARREN & COMPANY**

THIS AMENDMENT is made to the AGREEMENT, by and between **Carl Warren & Company**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for providing General Liability claims administration.

WHEREAS, the COUNTY and CONTRACTOR previously entered into the original AGREEMENT on June 22, 2012; and

WHEREAS, the COUNTY authorized up to three (3), one-year (1) extensions where the increase in compensation did not exceed 5%; and

WHEREAS, the proposed increase in compensation result from this amendment does not exceed 5% of the annual compensation amount; and

WHEREAS, the COUNTY and CONTRACTOR hereby wish to amend the AGREEMENT, to increase the amount of the AGREEMENT by \$82,404, from \$240,000 to **\$322,404**, and extend the term by one year through **June 30, 2016**.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 5. "TERM OF AGREEMENT" shall be amended by removing "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2015, with the option to extend the AGREEMENT for three (3) additional one (1) year periods" and replacing it with: **"This Amendment to the Agreement will commence on July 1, 2015, and will expire on June 30, 2016, with the option to extend the AGREEMENT for two (2) additional one (1) year periods."**
2. Section 6. "COMPENSATION AND PAYMENTS", Subsection 6.2 – "Fees, Annual Fixed Rate" shall be amended by increasing the amount of the AGREEMENT by \$82,404 from \$240,000 for a total amount not to exceed the sum of **\$322,404**.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect, as set forth in the AGREEMENT.
4. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the COUNTY on June 22, 2012.

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

MONTEREY COUNTY

CONTRACTOR

[Signature]
Deputy Contracts/Purchasing Officer *Agents*

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

Dated: 3/17/15

Caryn Siebert, President
Printed Name and Title

Approved as to Fiscal Provisions:
[Signature]
Deputy Auditor/Controller

Dated: 2/27/15

Dated: 3/10/17

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

RISK MANAGEMENT
Approved as to Liability Provisions:
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Risk Management

Allison Duncan, CFO
Printed Name and Title

By: 3/7/15
Date

Dated: 2/27/15

Approved as to Form:
[Signature]
Deputy County Counsel

Dated: 3/10/15

*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.