

**AMENDMENT #3
TO AGREEMENT BETWEEN
COUNTY OF MONTEREY & BICKMORE ACTUARIAL, INC.**

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 **Prime Actuarial LLC dba Bickmore Actuarial Inc.**, 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 March 7th, 2016 and;

WHEREAS, the AGREEMENT was amended by the parties on May 21, 2018 by Amendment No.1 to increase the amount of the AGREEMENT by \$2,000 and to add Workers' Compensation self-insured retention (SIR) study to scope of services. The study was conducted to determine if the current self-insured retention of \$400,000 is adequate.

WHEREAS, the County and CONTRACTOR wish to renew, amend and extend this contractual term through June 30, 2022, by the way of Amendment No. 2 and increase total compensation for this three-year period by \$90,000, from \$92,000 to \$182,000.

WHEREAS, the County and CONTRACTOR wish to renew, amend and extend this contractual term through June 30, 2025, by the way of Amendment No. 3 and increase total compensation for this three-year period by \$90,000, from \$182,000 to \$272,000.

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

1. 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 \$90,000." and replacing it with "**The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$272,000.**"
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing "The term of this Agreement is from March 7, 2016 to June 30, 2012" and replacing it with "**The term of this Agreement is from March 7, 2016 to June 30, 2025.**"
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 original AGREEMENT executed by the County on March 7th, 2016 shall be attached.

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

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

DocuSigned by:
By: Michael Harrington

Signature of Chair, President, or
Vice-President

Dated: _____

Mike Harrington, President

Printed Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney

Deputy Auditor/Controller

Dated: 5/31/2022 | 12:55 PM PDT

Dated: 5/16/2022 | 3:29 PM PDT

DocuSigned by:
By: Nina Gau

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer) *

Approved as to Liability Provisions:

DocuSigned by:
Danielle Mancuso

Risk Management

Nina Gau, VP, Secretary

Printed Name and Title

Dated: 5/16/2022 | 3:21 PM PDT

Dated: 5/16/2022 | 1:52 PM PDT

Approved as to Form:

DocuSigned by:
[Signature]

County Counsel

Dated: 5/31/2022 | 12:41 PM PDT

*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.