



Monterey County

Board Order

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

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

- a. Approved and Authorized the Contracts and Purchasing Officer to sign an Agreement with Metropolitan Life Insurance Company (MetLife) for Administration of the County employees' life and accidental death and dismemberment insurance program with the initial agreement term commencing with the signing of the agreement through December 31, 2016 including the option to extend the Agreement for up to two (2) additional one (1) year periods (see Attachment A). The rate of \$0.163 per \$1,000 of coverage (unit) will be guaranteed for 36 months with conditional rate guarantees for the 1st and 2nd renewals; and,
- b. Authorized the Contracts and Purchasing Officer to sign future Amendments to the Agreement where the Amendments do not significantly change the scope of work or cause an increase in the Agreement rates amounting to a total of more than ten percent (10%) of the aggregate total of the contract.

PASSED AND ADOPTED on this 24th day of June 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, 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 77 for the meeting on June 24, 2014.

Dated: July 2, 2014
File Number: 14-665

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

By 
Deputy

AGREEMENT **AMENDMENT** **BOARD REPORT FOR PRE-APPROVAL**

Vendor Name: Metropolitan Life (MetLife)
Title/Brief Description of Document: Life insurance contract
Originating Dept: Benefits **Dept Contact WITH Phone #:** Konstanze Assaad, 755-5119
This Agreement or Amendment requires Board Approval: Yes No
This Agreement requires an MYA: Yes No

AGREEMENT TYPE

100 910

RQNNS – Non-Standard Agreement

Cannot locate original contract with signatures. Already approved by Board on June 24, 2014. Rerouting only for signatures.
 Department # 1060; Unit #8404

ROUTING AND APPROVALS*				
<i>Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.</i>				
	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)			
2nd	County Counsel (required)	<i>JWA</i>		<i>9-16-2014</i>
3rd	Risk Management (non-standard insurance and/or indemnity provisions)		<i>Standard contracts no changes to 105 + indam</i>	
4th	Auditor-Controller (required)	<i>[Signature]</i>		<i>9-18-14</i>
5th	Contracts/Purchasing (required)	<i>[Signature]</i>		<i>9-18-14</i>
	Return to Originating Department Instructions			

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: _____

AGREEMENT TO PROVIDE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR THE COUNTY OF MONTEREY

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and METROPOLITAN LIFE INSURANCE COMPANY (MetLife), hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, County has invited proposals through the Request for Proposals (RFP #10265) for Life and Accidental Death and Dismemberment Insurance, in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # 10265 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10265. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:
 - RFP # 10265 dated September 23, 2010
 - Addenda #1 - #4
 - CONTRACTOR'S Proposal dated October 14, 2010, including all attachments and exhibits, to RFP #10265
 - AGREEMENT
 - Certificate of Insurance
 - Additional Insured Endorsements
- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order:

AGREEMENT, General Requirements and General Provisions, CONTRACTOR'S Proposal (with all attachments and exhibits), RFP #10265, Addenda #1 - #4, Certificate of Insurance, and Additional Insured Endorsements, except that with respect to matters of life insurance, the group life policy and correlative group life Certificate of Insurance shall control.

- 1.3 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. 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 and regulatory requirements.

2.0 DEFINITIONS

- 2.1 NON-CONTRIBUTORY INSURANCE means insurance for which the Employee is not responsible for any part of the cost. Premium is paid in full by the County.
- 2.2 CONTRIBUTORY INSURANCE means insurance for which the Employee is responsible for all or part of the cost.
- 2.3 COVERED MEMBER is an active employee of the County working a minimum of 20 hours per week, to include seasonal employees in active status, eligible for and participating in group policy. COVERED MEMBER does not include leased employee, independent contractor, or full-time member of the armed service of any country.
- 2.4 ANNUAL EARNINGS means the rate of earnings from the County for a COVERED MEMBER. Annual Earnings will be based on earnings in effect on the COVERED MEMBER's last full day of active work and includes contributions made through salary reduction agreement with the County to an IRS Section 401(k), 403(b), 408(k), or 457 deferred compensation arrangement or an executive non-qualified deferred compensation arrangement; commissions averaged over the earnings period or employment period, if less than the earnings period; shift differential pay; and amounts contributed to the fringe benefits of a COVERED MEMBER according to a salary reduction agreement under an IRS Section 125 plan. ANNUAL EARNINGS do not include bonuses, overtime pay, or stock options or stock bonuses.
- 2.5 DEPENDENT CHILD means the unmarried child from live birth through age 20, or through age 24 if a registered student is in full time attendance at an accredited educational institution); or an unmarried child who meets either of the following requirements:
- a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the child's age, is continuously disabled.

- 3.5 CONTRACTOR shall maintain records which relate to the insurance. Such records will include: the names and ages of all COVERED MEMBERS; the amounts of insurance in force on each COVERED MEMBER; the effective date of each COVERED MEMBER's insurance; the effective date of any change in an amount of a COVERED MEMBER's insurance.
- 3.5.1 The records may, upon written agreement of both parties, be maintained by the County.
- 3.6 CONTRACTOR shall provide a dedicated account team for the administration of the Policy.
- 3.7 The County and COVERED MEMBERS shall furnish CONTRACTOR all of the information which CONTRACTOR may reasonably require with regard to the matters which relate to the insurance. The County will allow CONTRACTOR to inspect all documents, books and records of the COVERED MEMBER which relate to the insurance or to the premium.
- 3.8 CONTRACTOR shall provide an annual Experience Report and a quarterly Claim Experience Report. Both reports will be made available more frequently if requested at no additional cost to the County.

4.0 TERM OF AGREEMENT

- 4.1 The initial term shall commence January 1, 2014 through and including December 31, 2016, with the option to extend the AGREEMENT for two (2) additional one (1) year periods. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 4.2.1 If at the 1st renewal the incurred loss ratio is 80% or less, rates will be guaranteed for an additional year. If at the 2nd renewal the incurred loss ratio is 80% or less for all years and the most recent 12 month period, rates will be guaranteed for an additional year.
- 4.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with Exhibit B.

- b. The child was insured under the prior plan on the day before the effective date of the County's coverage under the group policy and was disabled on that day, and is continuously disabled thereafter.
- 2.5.1 Child includes any of the following, if they otherwise meet the definition of child: adopted child; or stepchild and the child of the spouse of the COVERED MEMBER, if living in the home of the COVERED MEMBER.
- 2.5.2 Child is Disabled if continuously incapable of self-sustaining employment because of mental retardation or physical handicap and is chiefly dependent on COVERED MEMBER for support and maintenance, or institutionalized because of mental retardation or physical handicap.
- 2.6 SPOUSE means a person to whom the COVERED MEMBER is legally married; or the Registered Same Sex, or Opposite Sex if one party is over age 62, Domestic Partner. Domestic Partner means that an Affidavit of Declaration of Domestic Partnership has been completed, submitted to the County, and filed for public record as required by law.
- 2.6.1 Spouse excludes person from whom COVERED MEMBER is divorced or has terminated a Domestic Partnership agreement and full-time members of the armed forces of any country.

3.0 SCOPE OF SERVICE

- 3.1 CONTRACTOR shall provide for and administer Basic Life and Accidental Death and Dismemberment Insurance benefits for eligible County of Monterey employees, hereafter referred to as COVERED MEMBERS, payable as shown in Exhibit A subject to the terms and provisions of the GROUP POLICY attached.
- 3.2 CONTRACTOR shall, subject to mutual agreement with the County, offer CONTRIBUTORY INSURANCE benefits for Additional Life and Accidental Death and Dismemberment as an optional benefit for eligible COVERED MEMBERS payable as shown in Exhibit A subject to the terms and provisions of the GROUP POLICY attached.
- 3.3 CONTRACTOR shall, subject to mutual agreement with the County, offer CONTRIBUTORY INSURANCE benefits for Life and Accidental Death and Dismemberment Insurance for the SPOUSE and / or DEPENDENT CHILD(REN) OF COVERED EMPLOYEES payable as shown in Exhibit A subject to the terms and provisions of the GROUP POLICY attached.
- 3.4 CONTRACTOR shall provide certificates to each COVERED MEMBER. The certificate will state the insurance protection to which the COVERED MEMBER is entitled and to whom the benefits will be paid. The certificate will set forth the provisions of the Policy which mainly affect the COVERED MEMBER. The word 'certificate' includes riders and supplements to the certificate, if any.

- 5.1.1 The County determines the amount, if any, of each COVERED MEMBER'S contribution toward the cost of insurance under the GROUP POLICY.
- 5.1.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 5.2 Premium rates shall remain firm for the initial term of this AGREEMENT except as noted in this paragraph. CONTRACTOR may change premium rates when: A change or clarification in law or governmental regulation affects the amount payable under the GROUP POLICY. Any such change in Premium Rates will reflect only the change in CONTRACTOR'S obligations; OR, there is a change in the terms of this Policy; OR, Factors material to underwriting the risk CONTRACTOR assumed under the GROUP POLICY, including but not limited to, number of persons insured, age, Annual Earnings, gender and occupational classification, change by 10% or more; OR CONTRACTOR and County mutually agree to change Premium Rates.
- 5.3 Premium payments are due to CONTRACTOR on the first (1st) of each month. Payment of full premium due by due date will maintain the GROUP POLICY in force until the next Premium Due Date.
- 5.3.1 If a premium is not paid on or before the Premium Due Date, it may be paid during the following thirty-one (31) day GRACE PERIOD. The GROUP POLICY will remain in effect during the GRACE PERIOD.
- 5.3.2 If the premium is not paid during the GRACE PERIOD, the GROUP POLICY will terminate automatically at the end of the GRACE PERIOD.
- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT or any renewal thereof.
- 5.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 5.5 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

- 6.1 The County will self-bill monthly and submit a request for payment, with supporting documentation, to the County of Monterey, Attention: County Auditor-Controller.
- 6.2 The County shall reference the RFP #10265 on all requests for payment submitted to the County Auditor-Controller. The COUNTY shall submit such requests for payment periodically or at the completion of services, but in any event, not later than 30 days after

completion of services. The request for payment shall set forth an itemized basis for the amounts claimed, and such other information pertinent to the request. County shall certify the request either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 6.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

7.0 INDEMNIFICATION

- 7.1 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.

8.0 INSURANCE REQUIREMENTS

8.1 Evidence of Coverage:

- 8.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 8.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. 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 County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

- 8.1.3 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 County's Purchasing Officer.

8.2 Insurance Coverage Requirements:

- 8.2.1 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:

8.2.1.1 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.

8.2.2 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.

8.2.3 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.

8.2.4 METLIFE self-assumes the risk for professional liability insurance.

8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an 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.

- 8.3.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any cancellation. CONTRACTOR shall give notice to the County at least thirty days in advance of any endorsed reduction in coverage or limit or intended non-renewal thereof. Each policy except Workers' Compensation and Employer's Liability 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.
- 8.3.3 *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.*
- 8.3.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 8.3.5 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.

9.0 RECORDS AND CONFIDENTIALITY

- 9.1 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.
- 9.2 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.
- 9.3 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. All claims records shall be retained by CONTRACTOR for seven (7) years.
- 9.4 Access to, and Audit of, Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of 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 County or as part of any audit of 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.
- 9.5 CONTRACTOR shall permit audits at their location of business by an agreed upon third party (non-competitor). Prior to the audit, a discussion between parties will be held to determine the desired process, as well as staff time that may be required. Any charge for time based on the request of the third party shall be discussed and terms agreed to by County of Monterey and CONTRACTOR prior to any on-site visit. Any independent audit specifically requested by policyholder, involving the examination of actual claim documents, will require signed authorizations from each claimant whose file is to be reviewed to preserve the confidentiality rights of the insured. As an alternative, the County of Monterey may request that the audit be performed by the CONTRACTOR. The County of Monterey may conduct an audit at the Home Office of the CONTRACTOR subject to the laws regarding the release of such information. On demand, CONTRACTOR shall provide information to County of Monterey related to

claim experience and duration and a listing of claims by SIC code and social security states.

10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 10.3 CONTRACTOR will comply with all applicable employment laws during the performance of, and in connection with, the services provided under the contract.

11.0 INDEPENDENT CONTRACTOR

- 11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of the County.

12.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT

will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

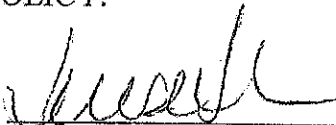
14.0 LEGAL DISPUTES

- 14.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 14.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 14.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 14.4 County shall promptly give CONTRACTOR written notice of any lawsuit of which County becomes aware arising under the GROUP POLICY.


COUNTY Signature
CONTRACTS/PURCHASING OFFICER
COUNTY OF MONTEREY

Michael R. DeRr

Printed Name


CONTRACTOR Signature

TERESA THORSEN

Printed Name

Title

Date

AIP-Swirl

Title
9.5.14

Date

15.0 NOTICES

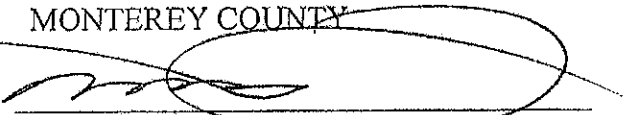
15.0 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:


TO COUNTY:
Mike, Derr, Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
Email: DerrM@co.monterey.ca.us

TO CONTRACTOR:
Bethany Nelson, Account Client Executive
MetLife Insurance Company
425 Market Street, Suite 970
San Francisco, CA 94105
Tel. No.: (415) 957-4109
FAX No.: (415) 957-4130
Email: bnelson@metlife.com

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY


Contracts/Purchasing Officer

CONTRACTOR
By: 

Signature of Chair, President, or
Vice-President

Dated: 9-18-14

Approved as to Fiscal Provisions:

Auditor/Controller

Dated: 9-18-14

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy A. Williams
Assistant County Counsel

Dated: 9-16-2014

TERESA THORSON
Printed Name and Title

Dated: 9.5.14

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

Printed Name and Title

Dated:

EXHIBIT A – SCHEDULE OF COVERAGE

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

Life Insurance Benefit:

Class A and B employees who contribute for Dependent coverage under County's medical plan:	\$10,000
Class A and B employees who do not contribute for Dependent coverage under County's medical plan:	\$35,000
Class M and N employees:	\$10,000
Class Q and V employees:	\$10,000
Class K employees:	\$20,000
Class R employees:	\$20,000
Class F, J, H, P, S and Z employees:	\$20,000
Class C, D, E, G, L, O, X and Y employees:	\$50,000

SCHEDULE OF AD&D INSURANCE

AD&D Insurance Benefit:

The amount of your AD&D Insurance Benefit is equal to the amount of your Life Insurance Benefit. The amount payable for certain Losses is less than 100% of the AD&D Insurance Benefit. See AD&D Table of Losses.

Seat Belt Benefit:

The amount of the Seat Belt Benefit is the lesser of (1) \$25,000, or (2) 10% of the AD&D Insurance Benefit payable for Loss of your life.

AD&D TABLE OF LOSSES

The amount payable is a percentage of the AD&D Insurance Benefit in effect on the date of the accident and is determined by the Loss suffered as shown in the following table:

Loss:	Percentage Payable:
a. Life	100%
b. One hand or one foot	50%
c. Sight in one eye, speech, or hearing in both ears	50%

d. Two or more of the Losses listed in b and c	100%
e. Thumb and index finger of the same hand	25%*
f. Quadriplegia	100%**
g. Hemiplegia	50%**
h. Paraplegia	50%**

No more than 100% of your AD&D Insurance benefit will be paid for all Losses resulting from one accident.

REDUCTIONS IN INSURANCE

Your insurance will not be reduced because of your age unless your insurance is subject to termination under the Waiver of Premium provision.

OTHER BENEFITS

Waiver of Premium:	Yes
Accelerated Benefit:	Yes

OTHER PROVISIONS

Leave of Absence Period:	60 days
Insurance Eligible for Portability:	
For you:	
Life Insurance	Yes
Minimum Amount	\$10,000
Maximum Amount	\$300,000
AD&D Insurance	
Minimum Amount	\$10,000
Maximum Amount	\$300,000

EXHIBIT B - COST

BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT PLAN

PLAN

Benefit Formula	Varies Based on class code
Minimum Benefit	\$10,000
Maximum Benefit	\$50,000
Guarantee Issue	Full Benefit
Employee Contribution	100%

COST

	Rate: Per \$1,000
Life	0.138
AD&D	0.025

- The County will be notified of renewal rate one hundred twenty (120) days prior to the renewal effective date.
- The rates will be guaranteed unconditionally for 36 months. CONTRACTOR will provide conditional rate guarantees for the 1st and 2nd renewals.
- A participating contract is provided

WAIVER OF PREMIUM IS INCLUDED. Eligibility to age 60; ends at age 65.

PLAN NOTES

- AD&D includes a Drug and Alcohol exclusion.
- Enhancement: A seat belt benefit is included.
- Enhancement: Portability of Insurance is included.

ADDITIONAL LIFE PLAN

PLAN – Not currently offered to employees. Benefit may be offered at a later date subject to minimum participation and rate guarantees.

SPOUSE DEPENDENTS ACCIDENTAL DEATH & DISMEMBERMENT

PLAN – Not currently offered to employees. Benefit may be offered at a later date subject to minimum participation and rate guarantees.

CHILD DEPENDENTS LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT PLAN

PLAN – Not currently offered to employees. Benefit may be offered at a later date subject to minimum participation and rate guarantees.

EXHIBIT C – GROUP POLICY

ATTACH COPY OF POLICY FOR INCLUSION IN CONTRACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2014

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@marsh.com 512-342-4418 31675-6-...-14-15	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
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INSURED MetLife, Inc. and its Subsidiaries 27-01 Queens Plaza North, Area 4C Long Island City, NY 11101															

COVERAGES **CERTIFICATE NUMBER:** NYC-006843172-02 **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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		MWZY 300332	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		MWTB 300331	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 049101734 (AOS) WC 049101735 (CA) WC 049101737 (AK, AZ, GA, VA) WC 049101740 (ND, OH, WA, WI, WY)	01/01/2014 01/01/2014 01/01/2014 01/01/2014	01/01/2015 01/01/2015 01/01/2015 01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C	WC & EL CONTD		WC 049101742 (OR)	01/01/2014	01/01/2015	SEE ABOVE
F			WC 049101736 (FL)	01/01/2014	01/01/2015	

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

Re: All operations of the insured in connection with the Agreement between Metropolitan Life Insurance Company and the County of Monterey for Life & ADD - Group Policy No. 101251-G

With respect to the Commercial General Liability and Automobile Liability, the County of Monterey, its officers, agents, and employees are Additional Insureds with respect to liability arising out of MetLife's work as per contract. With respect to the Commercial General Liability and Automobile Liability, this insurance is primary to any insurance or self-insurance maintained by the County of Monterey, and the County's insurance shall not be called upon to contribute to a loss covered by this Commercial General Liability or Automobile Liability insurance.

CERTIFICATE HOLDER

County of Monterey, Contracts/Purchasing
 Attn: Mike Deir, Contracts/Purchasing Officer
 168 W. Alisal Street, 3rd Floor.
 Salinas, CA 93901-2439

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
 of Marsh USA Inc.

Thomas J. Edridge

Thomas J. Edridge

© 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED MetLife, Inc. and its Subsidiaries 27-01 Queens Plaza North, Area 4C Long Island City, NY 11101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY - CONTINUATION

National Union Fire Insurance Company of Pittsburgh, PA
 XWC 6636262 (MA, RI)
 01/01/2014 - 01/01/2015
 Limit - See Page One

New Hampshire Insurance Company
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 1/1/2014 - 1/1/2015
 Limit - See Page One

WC 049101739 (NJ, PA)
 1/1/2014 - 1/1/2015
 Limit - See Page One

WC 049101741 (ME)
 1/1/2014 - 1/1/2015
 Limit - See Page One



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2014

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INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 049101734 (AOS) WC 049101735 (CA) WC 049101737 (AK, AZ, GA, VA) WC 049101740 (ND, OH, WA, WI, WY)	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
C	WC & EL CONTD		WC 049101742 (OR)	01/01/2014	01/01/2015	SEE ABOVE
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: All operations of the insured in connection with the Agreement between Metropolitan Life Insurance Company and the County of Monterey for Life & ADD - Group Policy No. 101251-G

With respect to the Commercial General Liability and Automobile Liability, the County of Monterey, its officers, agents, and employees are Additional Insureds with respect to liability arising out of MetLife's work as per contract. With respect to the Commercial General Liability and Automobile Liability, this insurance is primary to any insurance or self-insurance maintained by the County of Monterey, and the County's insurance shall not be called upon to contribute to a loss covered by this Commercial General Liability or Automobile Liability insurance.

CERTIFICATE HOLDER County of Monterey, Contracts/Purchasing Attn: Mike Darr, Contracts/Purchasing Officer 168 W. Alisal Street, 3rd Floor, Salinas, CA 93901-2439	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 of Marsh USA Inc. Thomas J. Edridge <i>Thomas J. Edridge</i>
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED MetLife, Inc. and its Subsidiaries 27-01 Queens Plaza North, Area 4C Long Island City, NY 11101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

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 1/1/2014 - 1/1/2015
 Limit - See Page One

WC 049101741 (ME)
 1/1/2014 - 1/1/2015
 Limit - See Page One

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

The following is added to **SECTION II - WHO IS AN INSURED**:

4. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - a. The coverage and/or limits of this policy; or
 - b. The coverage and/or limits required by said contract or agreement.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to paragraph a. **Primary Insurance**:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Form must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. Paragraph b. **Excess Insurance**, subparagraph (1)(b) regarding any other primary insurance available to you is deleted.
3. The following is added to paragraph b. **Excess Insurance**, subparagraph (1)(a) as an additional subparagraph:
 - (v) That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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**ADDITIONAL INSURED/DESIGNATED INSURED AMENDMENT - PRIMARY AND
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BUSINESS AUTO COVERAGE FORM

SCHEDULE

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All persons or organizations where required by written contract.

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As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance on a non-contributory basis, this insurance will be primary to and non-contributing with any other insurance available to such person(s) or organizations(s).

PCA 048 06 07

THIS FORM APPLIES IN STATES WHICH USE THE CA 00 01 (03-10) AND CA 00 01 (03-08)
THIS FORM DOES NOT APPLY IN MA

POLICY NUMBER:

COMMERCIAL AUTO
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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: <i>Gary Hico</i> (Authorized Representative)
Named Insured:	

SCHEDULE

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

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of the use of a covered auto.

(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.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

U-40A

ENDORSEMENT

Additional Premium:

Return Premium:

This endorsement, effective 04/15/14 forms a part of Policy No. MWTB 300331
policy effective date 01/01/14 expiration date 01/01/15 issued to MetLife, Inc.

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

It is hereby understood and agreed that the following forms are added to the policy:

- PCA 048 06 07 Additional Insured/Designated Insured Amendment - Primary and Non-Contributory
- PCA 048 10 13 Additional Insured/Designated Insured Amendment - Primary and Non-Contributory

Endorsement # 1

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This Endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:

Secretary

President

Countersigned at Brookfield, Wisconsin this 7th day of May 2014

Authorized Representative.

**YOUR EMPLOYEE
BENEFIT PLAN**

COUNTY OF MONTEREY

Basic Life

Accidental Death or Dismemberment

Effective July 1, 2008

County of Monterey
168 W Alisal Street, 3rd Floor
Salinas, CA 93901

TO OUR EMPLOYEES:

All of us appreciate the protection and security insurance provides.

This certificate describes the benefits that are available to you. We urge you to read it carefully.

Benefits are provided through a group policy issued to County of Monterey by Metropolitan Life Insurance Company.

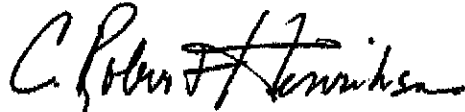
County of Monterey

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

Certifies that the benefits as described herein are provided under and subject to the terms and conditions of the Group Policy issued to the Employer.

The Employee named below is covered for the Personal Benefits on the effective date set forth below.



C. Robert Henrikson
Chairman of the Board, President and Chief Executive Officer

Employer: **County of Monterey**

Group Policy No.: **101251-G**

Florida Residents: The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.

For Maryland residents: The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

Accelerated Benefits may be taxable. If so, you or your Beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this Benefit.

Texas Residents: Please Read the Notice Pages for Texas Residents Carefully

If any prior certificate relating to the coverage set forth herein has been given to the Employee, such certificate is void.

Form G.23000-Cert.

For Texas Residents:

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call MetLife's toll-free telephone number for information or to make a complaint at

1-800-638-5433

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
Fax # 512 - 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact MetLife first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR CERTIFICATE: This notice is for information only and does not become a part or condition of the attached document.

Para Residentes de Texas:

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de MetLife para informacion o para someter una queja al

1-800-638-5433

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas
P.O. Box 149104
Austin, TX 78714-9104
Fax # 512 - 475-1771

Web: <http://www.tdi.state.tx.us>

Email: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con MetLife primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU CERTIFICADO: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

For Texas Residents:

IMPORTANT NOTICES

DEATH BENEFITS WILL BE REDUCED IF AN ACCELERATION-OF-LIFE-INSURANCE BENEFIT IS PAID.

DISCLOSURE: The acceleration-of-life-insurance benefits offered under this certificate are intended to qualify for favorable tax treatment under the Internal Revenue Code of 1986. If the acceleration-of-life-insurance benefits qualify for such favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under the federal law.

DISCLOSURE: Receipt of acceleration-of-life-insurance benefits may affect your, your spouse's or your family's eligibility for public assistance programs such as Medical Assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary Social Security Income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such payment will affect your, your spouse and your family's eligibility for public assistance.

Arkansas residents please be advised of the following:

IMPORTANT NOTICE

IF YOU HAVE A QUESTION CONCERNING YOUR COVERAGE OR A CLAIM, FIRST CONTACT YOUR GROUP EMPLOYER OR GROUP ACCOUNT ADMINISTRATOR. IF, AFTER DOING SO, YOU STILL HAVE A CONCERN, YOU MAY CALL METLIFE'S TOLL-FREE TELEPHONE NUMBER:

1-800-638-5433

IF YOU ARE STILL CONCERNED AFTER CONTACTING BOTH YOUR GROUP EMPLOYER AND METLIFE, YOU SHOULD FEEL FREE TO CONTACT:

**ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD
LITTLE ROCK, ARKANSAS 72201-1904**

California residents please be advised of the following:

IMPORTANT NOTICE

**TO OBTAIN ADDITIONAL INFORMATION, OR TO MAKE A COMPLAINT,
CONTACT METLIFE AT:**

**METROPOLITAN LIFE INSURANCE COMPANY
200 PARK AVENUE
NEW YORK, NY 10166
ATTN: CORPORATE CONSUMER RELATIONS DEPARTMENT
1-800-638-5433**

**IF, AFTER CONTACTING METLIFE REGARDING A COMPLAINT, YOU FEEL
THAT A SATISFACTORY RESOLUTION HAS NOT BEEN REACHED, YOU MAY
FILE A COMPLAINT WITH THE CALIFORNIA INSURANCE DEPARTMENT AT:**

**CALIFORNIA DEPARTMENT OF INSURANCE
300 SOUTH SPRING STREET
LOS ANGELES, CA 90013
1-800-927-4357 (within California)
1-213-897-8921 (outside California)**

Georgia residents please be advised of the following:

IMPORTANT NOTICE

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

NOTICE FOR RESIDENTS OF MINNESOTA

RIGHT TO CONTINUE LIFE AND ACCIDENTAL DEATH OR DISMEMBERMENT

A. When the Right to Continue LIFE AND ACCIDENTAL DEATH OR DISMEMBERMENT is available.

The right to continue these Benefits will be available to you when these Benefits would otherwise end because Active Work ends due to:

1. the voluntary or involuntary termination of your employment; or
2. your being Laid Off; or
3. your ceasing to be in an eligible class;

except that this right will not be available:

- a. if these Benefits end because This Plan ends; or
- b. if your Dependents were not covered for for at least 60 days.

"Laid Off" means that there is a reduction in hours to the point where you are no longer eligible for these Benefits under This Plan.

B. What Must Be Done to Continue LIFE BENEFITS (On Your Own Account).

In order to continue these Benefits, you must:

1. make a request to the Employer to continue these Benefits; and
2. make any payment which is required for the cost of the continued Benefits.

For the first 18 months of continuation the amount of the premium you will be required to pay will not exceed the amount of premium required to be paid for active employees for such insurance (the amount that will be require includes any premium amounts previously paid by the employer as well as the employee). All premium payments must be made directly to us. You will be provided with payment instructions.

The request and the first payment must be made within 60 days after the later of:

- a. the date on which you received notice of the right to continue these Benefits; and
- b. the date on which these Benefits would otherwise have ended.

The notice will be sent to you by the Employer by first class certified mail to your last known address.

If the conditions set forth in this Section B are complied with, these Benefits will continue to be in effect until the earliest of the dates set forth in Section C.

If you continue insurance under this section, any reductions in insurance or increases in premiums that would have applied if you were Actively at Work will apply to the continued insurance.

If you continue LIFE BENEFITS (On Your Own Account), you may also continue ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS (On Your Own Account) under the conditions set forth, above.

At the end of 18 months you may choose to continue the insurance under this section. If you choose to continue the insurance, we reserve the right to change premiums at that time, and may change premiums from time to time thereafter. All premium payments must be made directly to us. We will provide a schedule of the new premiums and payment instructions.

In the alternative, at any time after you have been covered under this section for at least 18 months, you may instead, by making written request to us, choose to continue insurance under the subsection entitled Portability.

C. When LIFE AND ACCIDENTAL DEATH OR DISMEMBERMENT Ends.

If continued, these Benefits will end on the earliest of:

1. the date This Plan ends; or
2. the date you become covered as an employee for similar types of benefits under any other group plan or program; or
3. if you do not make a payment which is required by the for the cost of these Benefits, the last day of the period for which a required payment was made; or

D. When the Right to Obtain a Personal Policy Is Available

When a continuation under this section ends (except if it is ending because you have become covered as an employee under this plan), the right to obtain a personal policy from us will be available if the LIFE BENEFITS (On Your Own Account) end as set forth in items (1), (2), or (3) of Section C, above.

The conditions under which a personal policy may be obtained are set forth in RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE. The personal policy will be on a form issued by us which provides the same or substantially similar benefits as those provided by these Benefits. Any limitation dealing with the right to apply during the Application Period or the amount of the policy will not apply in the event item (1) of Section C above occurs.

Missouri residents please be advised of the following:

IMPORTANT NOTICE

ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS

EXCLUSIONS

If you reside in Missouri the exclusion for "suicide or attempted suicide" will be as follows:

"suicide or attempted suicide while sane"

If you reside in Missouri the exclusion for "injuring oneself on purpose" will be as follows:

"injuring oneself on purpose or attempted suicide while sane, or while insane if it is not attempted suicide"

IMPORTANT NOTICE

NOTICE FOR RESIDENTS OF MONTANA

If a claim on your life becomes payable under this certificate, settlement of the claim shall be made within 60 days of the date that we receive proof of death that is satisfactory to us. The settlement shall include interest from the 30th day after we receive such proof until settlement. Such interest shall be paid at the rate required by law in Montana.

Utah residents please be advised of the following:

NOTICE TO POLICYHOLDERS

Insurance companies licensed to sell life insurance, health insurance, or annuities in the State of Utah are required by law to be members of an organization called the Utah Life and Health Insurance Guaranty Association ("ULHIGA"). If an insurance company that is licensed to sell insurance in Utah becomes insolvent (bankrupt), and is unable to pay claims to its policyholders, the law requires ULHIGA to pay some of the insurance company's claims. The purpose of this notice is to briefly describe some of the benefits and limitations provided to Utah insureds by ULHIGA.

PEOPLE ENTITLED TO COVERAGE

- You must be a Utah resident.
- You must have insurance coverage under an individual or group policy.

POLICIES COVERED

- ULHIGA provides coverage for certain life, health and annuity insurance policies.

EXCLUSIONS AND LIMITATIONS

Several kinds of insurance policies are specifically excluded from coverage. There are also a number of limitations to coverage. The following are not covered by ULHIGA:

- Coverage through an HMO.
- Coverage by insurance companies not licensed in Utah.
- Self-funded and self-insured coverage provided by an employer that is only administered by an insurance company.
- Policies protected by another state's Guaranty Association.
- Policies where the insurance company does not guarantee the benefits.
- Policies where the policyholder bears the risk under the policy.
- Re-insurance contracts.
- Annuity policies that are not issued to and owned by an individual, unless the annuity policy is issued to a pension benefit plan that is covered.
- Policies issued to pension benefit plans protected by the Federal Pension Benefit Guaranty Corporation.
- Policies issued to entities that are not members of the ULHIGA, including health plans, fraternal benefit societies, state pooling plans and mutual assessment companies.

LIMITS ON AMOUNT OF COVERAGE

Caps are placed on the amount ULHIGA will pay. These caps apply even if you are insured by more than one policy issued by the insolvent company. The maximum ULHIGA will pay is the amount of your coverage or \$500,000 — whichever is lower. Other caps also apply:

- \$100,000 in net cash surrender values.
- \$500,000 in life insurance death benefits (including cash surrender values).
- \$500,000 in health insurance benefits.
- \$200,000 in annuity benefits — if the annuity is issued to and owned by an individual or the annuity is issued to a pension plan covering government employees.
- \$5,000,000 in annuity benefits to the contract holder of annuities issued to pension plans covered by the law. (Other limitations apply).
- Interest rates on some policies may be adjusted downward.

DISCLAIMER

PLEASE READ CAREFULLY:

· **COVERAGE FROM ULHIGA MAY BE UNAVAILABLE UNDER THIS POLICY. OR, IF AVAILABLE, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS. THE DESCRIPTION OF COVERAGES CONTAINED IN THIS DOCUMENT IS AN OVERVIEW. IT IS NOT A COMPLETE DESCRIPTION. YOU CANNOT RELY ON THIS DOCUMENT AS A DESCRIPTION OF COVERAGE. FOR A COMPLETE DESCRIPTION OF COVERAGE, CONSULT THE UTAH CODE, TITLE 31A, CHAPTER 28.**

· **COVERAGE IS CONDITIONED ON CONTINUED RESIDENCY IN THE STATE OF UTAH.**

· **THE PROTECTION THAT MAY BE PROVIDED BY ULHIGA IS NOT A SUBSTITUTE FOR CONSUMERS' CARE IN SELECTING AN INSURANCE COMPANY THAT IS WELL-MANAGED AND FINANCIALLY STABLE.**

· **INSURANCE COMPANIES AND INSURANCE AGENTS ARE REQUIRED BY LAW TO GIVE YOU THIS NOTICE. THE LAW DOES, HOWEVER, PROHIBIT THEM FROM USING THE EXISTENCE OF ULHIGA AS AN INDUCEMENT TO SELL YOU INSURANCE.**

· **THE ADDRESS OF ULHIGA, AND THE INSURANCE DEPARTMENT ARE PROVIDED BELOW.**

Utah Life and Health Insurance
Guaranty Association
955 E. Pioneer Rd.
Draper, Utah 84114

Utah Insurance Department
State Office Building, Room 3110
Salt Lake City, Utah 84114

Virginia residents please be advised of the following:

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166
Attn: Corporate Customer Relations Department

To phone in a claim related question, you may call Claims Customer Service at:

1-800-638-5433

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at:

The Office of the Managed Care Ombudsman
Bureau of Insurance
P.O. Box 1157
Richmond, VA 23209

1-877-310-6560 - toll-free
1-804-371-9032 - locally
www.scc.virginia.gov - web address
ombudsman@scc.virginia.gov - email

Or:

The Virginia Department of Health (The Center for Quality Health Care Services and Consumer Protection)
3600 West Broad St
Suite 216
Richmond, VA 23230
1-800-955-1819

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

Wisconsin residents please be advised of the following:

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Metropolitan Life Insurance Company
Corporate Consumer Relations Department
200 Park Avenue
New York, NY 10166
1-800-638-5433

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517 outside of Madison or 266-0103 in Madison.

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SCHEDULE OF BENEFITS
(Also see SCHEDULE SUPPLEMENT)

The following Benefits are provided subject to the provisions below.

<u>BENEFITS (EMPLOYEE ONLY)</u>	<u>AMOUNT</u>
<u>BASIC LIFE</u>	
Class A and B Employees (Who contribute for Dependent Coverage under Employer's Medical Plan)	\$10,000
Class A and B Employees (Who do not contribute for Dependent Coverage under Employer's Medical Plan)	\$35,000
Class M and N Employees	\$10,000
Class Q and V Employees	\$10,000
Class K Employees	\$20,000
Class R Employees	\$20,000
Class F, J, H, P and Z Employees	\$20,000
Class C, D, E, G, L, O, X, and Y Employees	\$50,000

Only your Life Benefits will be reduced if Accelerated Benefits are paid. Any amount of Accidental Death or Dismemberment Benefits will be based on the amount of your Life Benefits in effect at the date payment of the Accelerated Benefit is made.

See pages hereof entitled ACCELERATED BENEFITS (On Your Own Account).

ACCIDENTAL DEATH OR DISMEMBERMENT An amount equal to your Life Benefits

AMOUNT OF CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY

The amount of your Death Benefits will be determined by the table below. The percentage for your age on the date of your death is to be applied to the amount of your Life Benefits on the date your Life Benefits ended.

<u>If You Die</u>	<u>Percentage</u>
Before age 65	100%
On or after age 65	0%

Your Death Benefits will be reduced if Accelerated Benefits are paid.

WHEN YOU RETIRE

No benefits are provided under This Plan on or after the day you retire.

Form G.23000-B

SCHEDULE SUPPLEMENT

A. Statements Made by You Which Relate to Insurability

Any statement made by you will be deemed a representation and not a warranty.

No such statement made by you which relates to insurability will be used:

1. in contesting the validity of the benefits with respect to which such statement was made; or
2. to reduce the benefits;

unless the conditions listed in items (a) and (b) below have been met:

- a. The statement must be contained in a written application which has been signed by you.
- b. A copy of the application has been furnished to you or to your Beneficiary.

No such statement made by you will be used at all after such benefits have been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

B. Assignment

The benefits with respect to the Life Benefits (On Your Own Account) and the Accidental Death or Dismemberment Benefits under This Plan may be assigned as a gift. The benefits with respect to the Life Benefits (On Your Own Account) are also assignable by means of a viatical assignment. Any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such benefits, including, but not limited to, the following:

1. The right to make any contributions required to keep the benefits in force under This Plan.
2. The privilege of obtaining an individual policy of life insurance.
3. The right to change the Beneficiary.

No assignment will be binding on us nor on the Employer unless the following conditions are met:

1. The assignment is in a form which is acceptable to us and to the Employer.
2. The assignment is filed at our Home Office.

We assume no obligation as to the validity or the sufficiency of any assignment; neither does the Employer.

C. Additional Provisions

1. The benefits under This Plan do not at any time provide paid-up insurance, or loan or cash values.
2. No agent has the authority:
 - a. to accept or to waive the required notice or proof of a claim; nor
 - b. to extend the time within which a notice or a proof must be given to us.

Form G.23000-B1

DEFINITIONS OF CERTAIN TERMS USED HEREIN

"Actively at Work" or **"Active Work"** means that you are performing all of the material duties of your job with the Employer where these duties are normally carried out. If you were Actively at Work on your last scheduled working day, you will be deemed Actively at Work:

1. on a scheduled non-working day;
2. provided you are not disabled.

"Covered Person" means an Employee on whose account benefits are in effect under This Plan.

"Doctor" means a person who is legally licensed to practice medicine. A licensed practitioner will be considered a Doctor if:

1. there is a law which applies to This Plan and that law requires that any service performed by such a practitioner must be considered for benefits on the same basis as if the service were performed by a Doctor; and
2. the service performed by the practitioner is within the scope of his or her license.

"Domestic Partner" means that each of two people, one of whom is an Employee of the Employer and who have:

1. registered as domestic partners or are members of a civil union with a government agency or office where such registration is available; or
2. submitted a domestic partner declaration to the Employer.

The domestic partner declaration must be signed by both parties, and establish that:

1. each person is 18 years of age or older;
2. neither person is married;
3. neither person has had another domestic partner within 6 months prior to the;
4. they have shared the same residence for at least 6 months prior to the date;
5. they are not related by blood in a manner that would bar their marriage in the jurisdiction in which they reside;

6. they have an exclusive mutual commitment to share the responsibility for each other's welfare and financial obligations which commitment existed for at least 6 months prior to the date, and such commitment is expected to last indefinitely.

"Employee" means a person who is employed and paid for services by the Employer on a full-time basis.

"Personal Benefits" mean the benefits which are provided on account of an Employee under This Plan.

"Spouse" means your lawful spouse. The term also includes your Domestic Partner.

"This Plan" means the Group Policy which is issued by us to provide Personal Benefits.

"Total Disability" or "Totally Disabled" means that because of a sickness or an injury:

1. you can not do your job; and
2. you can not do any other job for which you are fit by your education, your training or your experience.

"We", "us" and "our" mean Metropolitan.

"You" and "your" mean the Employee who is a Covered Person for Personal Benefits.

Form G.23000-A

ELIGIBILITY FOR BENEFITS

Personal Benefits Eligibility Date

If you are an Employee on July 1, 2008, that is your Personal Benefits Eligibility Date.

If you become an Employee after July 1, 2008, your Personal Benefits Eligibility Date is the first day of the month after the date you become an Employee of the Employer.

Form G.23000-C

EFFECTIVE DATES OF PERSONAL BENEFITS

Your Personal Benefits will become effective on your Personal Benefits Eligibility Date provided you are then Actively at Work as an Employee. If you are not then Actively at Work as an Employee, your Personal Benefits will become effective on the date of your return to Active Work as an Employee.

Application of Provisions

The provisions for EFFECTIVE DATES OF PERSONAL BENEFITS are to be separately applied to each type of Personal Benefits.

Form G.23000-D1

LIFE BENEFITS
(On Your Own Account)

A. Coverage

If you die while you are covered for Life Benefits, we will pay to the Beneficiary the amount of Life Benefits that is in effect on your life on the date of your death.

B. Optional Types of Payment

Payment of any amount of Life Benefits may be made in installments. Details on the payment options may be obtained from the Employer.

Form G.23000-1

ACCELERATED BENEFITS
(On Your Own Account)

A. Definitions

"Meet the Requirements" means:

1. your life span is drastically limited; and
2. you are expected to die within 12 months; and
3. you are not expected to recover.

These must be certified by a Doctor and accepted by us.

B. Coverage

We will pay Accelerated Benefits to you if:

1. you apply for Accelerated Benefits two years or more before age 65, your normal retirement age, as determined by the Employer.
2. you apply for Accelerated Benefits while your Life Benefits are in effect; and
3. you Meet the Requirements while you are covered for Life Benefits; and
4. you or your legal representative requests payment of Accelerated Benefits while your Life Benefits are in effect.

Accelerated Benefits are payable only once.

Payment of Accelerated Benefits will reduce your Life Benefits and the amount available for you to convert to a personal policy of life insurance under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

C. Proof

Accelerated Benefits will be payable when we receive proof that you Meet the Requirements.

Proof must be given to us. The proof must be in a form that is satisfactory to us. We have no duty to ask for any proof. Any delay in submitting proof will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At the time that such proof is given, we may have you examined by Doctors of our choice, at our expense.

D. Amount

The amount of Accelerated Benefits payable is:

1. up to 50% of your Life Benefits as shown in the SCHEDULE OF BENEFITS

REDUCED BY

a discount for the mortality and interest (*) for the actuarially determined life span, and

MINUS

an administrative charge; and

2. determined as of the date we accept certification that you Meet the Requirements; and
3. no more than \$250,000.

(*) The interest rate used shall be the Moody's Corporate Bond Yield Averages - Monthly Average Corporates - published by Moody's Investors Service, Inc., or any successor thereto for the calendar month ending two months before the date you apply for an Accelerated Benefit.

If your Life Benefits are scheduled to reduce within six months of such certification date, we will, for the purpose of determining the amount of Accelerated Benefits, deem the amount of your Life Benefits to have already been reduced on such certification date.

After payment of the Accelerated Benefits, the amount of your Life Benefits will be:

1. the amount of Life Benefits actually in effect on the certification date; less
2. the amount of Accelerated Benefits requested.

When the scheduled reduction date occurs, the amount of your Life Benefits will be reduced. The amount of such reduction will be determined by applying the percentage in accordance with the provisions of This Plan to the amount of your Life Benefits actually in effect on the certification date.

After such scheduled reduction, the amount of your Life Benefits will be the amount of your Life Benefits actually in effect on the certification date:

REDUCED BY

the amount of such scheduled reduction; and

MINUS

the amount of Accelerated Benefits requested.

Accelerated Benefits will be payable if you are living when payment is made.

For Texas Residents: Upon receipt of your claim form we will send you a Preadjudication letter containing specific information on the payment you requested. Such information will include the amount of payment which will be made to you and the amount of death benefit remaining after payment of the Accelerated Benefit.

E. Exclusions

Accelerated Benefits will not be payable if:

1. you have assigned your Life Benefits (see Assignment provision under SCHEDULE SUPPLEMENT); or
2. the amount of your Life Benefits is less than \$10,000.

F. Time Limits on Starting Lawsuits

No lawsuit may be started to obtain benefits until 60 days after proof is given.

G. Medical Examination

While a claim is pending, we, at our expense, have the right to have you examined by Doctors of our choice when and as often as we reasonably choose.

Form G.23000-36-2

**CONTINUED DEATH BENEFITS
DURING TOTAL DISABILITY**

A. Coverage

If you cease to be Actively at Work as an Employee due to Total Disability, your Life Benefits may be continued for up to 12 months. For this to occur, your Employer must deem you to be Actively at Work and must continue to make premium payments for your Life Benefits. Your Life Benefits will end once you have ceased to be Actively at Work as an Employee due to Total Disability for 12 months. Death Benefits may be payable after your Life Benefits end in certain cases of Total Disability. We will pay Death Benefits to your Beneficiary if:

1. you become Totally Disabled before your Life Benefits end; and
2. you are less than 60 years old when you become Totally Disabled; and

3. you continue to be Totally Disabled after your Life Benefits end and until the date of your death; and
4. you die before you are 65 years old; and
5. the required proof is submitted to us.

However, no Death Benefits are payable if a death benefit is payable under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE.

B. Proof of Claim

The Death Benefits will be payable when we receive proof of your death if:

1. we have received proof of your Total Disability no later than 12 months after the date you ceased to be Actively at Work because of Total Disability. This proof must establish that your Total Disability had continued for at least nine months from the date you were last Actively at Work; and
2. you submit further proof, when we ask for it, that you continue to be Totally Disabled. We will not ask for such proof more than once a year; and
3. upon your death proof that Total Disability continued to the date of your death is given to us.

If you die within a year after your Life Benefits ended and before any proof has been given, then proof that your Total Disability continued to the date of your death must be given to us. This proof must be given within one year of your death.

All proofs must be given to us. The proofs must be in a form that is satisfactory to us. We have no duty to ask for any proof. If any proof is not given on time, the delay will not cause a claim to be denied so long as the proof is given as soon as reasonably possible.

At any time that proof of your Total Disability is given, we may have you examined by Doctors of our choice, at our expense.

C. Amount

The amount of Death Benefits is the amount shown in the SCHEDULE OF BENEFITS.

D. Termination

Your Death Benefits will end on:

1. the date you are no longer Totally Disabled; or
2. the date you do not give us proof of Total Disability when required; or
3. the day before the date you become 65 years old.

E. One Payment Only

If we have issued a personal policy under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE, we will pay Death Benefits only if that policy is returned to us without any claim. In such case an amount equal to the premiums paid on the personal policy will be given to the Beneficiary.

**RIGHT TO OBTAIN A PERSONAL POLICY
OF LIFE INSURANCE ON YOUR OWN LIFE**

A. Application

We will issue a personal policy of life insurance without disability or accidental death benefits to you if you apply for it in writing during the Application Period. The Application Period is the 31 day period after:

1. the date your Life Benefits end because your employment ends or because you are no longer in a class which remains eligible for Life Benefits; or
2. the date your Life Benefits end because This Plan ends, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
3. the date This Plan is changed to end the Life Benefits for your class, but only if your Life Benefits under This Plan have been in effect for at least 5 years; or
4. the date your Death Benefits end under CONTINUED DEATH BENEFITS DURING TOTAL DISABILITY if you do not then again become eligible for Life Benefits under This Plan.

For New Hampshire residents. If you are not given notice, in writing, of the Right To Obtain A Personal Policy of Life Insurance On Your Own Life at least 15 days before the end of the Application Period, you will have additional time in which to apply. You will then have 15 days from the date you are given the notice in which to apply.

Proof that you are insurable is not required by us.

B. Conditions

The personal policy will be issued to you subject to these conditions:

1. it will be on one of the forms then usually issued by us, except term insurance; and
2. it will not take effect until after the Application Period ends; and
3. the premium for the policy will be based on:
 - a. the class of risk to which you belong; and
 - b. your age on the effective date of the policy; and
 - c. the form and amount of the policy; and
4. if item A(1) applies to you, the amount of the policy will not be more than the amount of your Life Benefits on the date the Life Benefits end; and
5. if item A(2) or item A(3) applies to you, the amount of the policy will not be more than the lesser of:
 - a. the amount of your Life Benefits on the date the Life Benefits end, less any amount of life insurance for which you may be eligible under any group policy which takes effect within 31 days after your Life Benefits end; and
 - b. \$10,000.

6. If item A(4) applies to you, the amount of the policy will not be more than the amount of your Death Benefits on the date the Life Benefits end.

C. If You Die During the Application Period

If you die during the Application Period, we will pay a death benefit to the Beneficiary. The amount of the death benefit will be the highest amount of life insurance pursuant to item B(4) or B(5) or B(6) for which a personal policy could have been issued. This death benefit will be paid even if you did not apply for a personal policy.

If you could have applied for a policy under item A(4) and you die within one year after your Life Benefits end, we must, within one year after your death, be given proof that:

1. your Total Disability had continued from the date your Life Benefits ended to within 31 days of the date of your death; and
2. your death occurred during the Application Period which applies to item A(4).

Form G.23000-1A

ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS

A. Coverage

We will pay Accidental Death or Dismemberment Benefits for a Covered Loss shown in Section C if you are injured in an accident which occurs while you are covered for Accidental Death or Dismemberment Benefits; and if:

1. that accident is the sole cause of the injury; and
2. that injury is the sole cause of that Covered Loss; and
3. that Covered Loss occurs not more than one year after the date of that accident.

In addition, we will pay an amount equal to 10% of the Full Amount shown in section B for the loss of your life that results from injuries sustained while driving or riding in a private Passenger Car if your Seat Belt was properly fastened; but the amount payable will not: (a) exceed \$25,000; nor (b) be less than \$1,000.

"Passenger Car" means any validly registered four-wheel private Passenger Car. It does not include:

1. any commercially licensed car; or
2. a private Passenger Car which is being used for commercial purposes.

"Seat Belt" means:

- a. any child restraint device which meets the definition of the state law; or
- b. any other restraint device which:
 - i. meets published federal safety standards;

- ii. has been installed by the car manufacturer; and
- iii. has not been altered after such installation.

The correct position of the Seat Belt must be certified by the investigating officer. A copy of the police report must be submitted with the claim.

We will not pay this benefit if you were driving while under the influence of alcohol or drugs.

B. Maximum Benefit for All Covered Losses in Each Accident

For all Covered Losses caused by all injuries which you sustain in one accident not more than the Full Amount will be paid.

Full Amount means the amount of Accidental Death or Dismemberment Benefits for which you are covered on the date of your accident.

C. Table of Covered Losses and Benefit Amounts

Covered Losses (Subject to Exclusions)	Benefit Amounts
Life	Full Amount
A hand	One-half of the Full Amount
A foot	One-half of the Full Amount
Sight of an eye	One-half of the Full Amount
Any combination of a hand, a foot or sight of an eye	Full Amount
Thumb and Index finger of same hand	One-quarter of the Full Amount
Speech and hearing	Full Amount
Speech or hearing in both ears	One-half of the Full Amount
Quadriplegia	Full Amount
Paraplegia	One-half of the Full Amount
Hemiplegia	One-half of the Full Amount

Loss of sight of an eye means that the eye is entirely blind and that no sight can be restored in that eye.

Loss of a hand means that all of the hand is cut off at or above the wrist.

Loss of a foot means that all of the foot is cut off at or above the ankle.

Loss of thumb and index finger means actual severance through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Loss of speech and hearing means the entire and irrecoverable loss which has lasted continuously for 12 consecutive months following the injury.

Quadriplegia means total paralysis of both upper and lower limbs.

Paraplegia means total paralysis of both lower limbs.

Hemiplegia means total paralysis of upper and lower limbs on one side of the body.

Paralysis means loss of use, without severance, of a limb. Paralysis must be determined by competent medical authority to be permanent, complete and irreversible.

D. Exclusions (See notice page for Missouri residents)

We will not pay for any Covered Loss shown in Section C if it in any way results from, or is caused or contributed to by:

1. physical or mental illness, diagnosis of or treatment for the illness; or
2. an infection, unless it is caused by an external wound that can be seen and which was sustained in an accident; or
3. suicide or attempted suicide; or
4. injuring oneself on purpose; or
5. the use of any drug or medicine; or
6. a war, or a warlike action in time of peace; or
7. committing or trying to commit a felony or other serious crime or an assault.
8. any poison or gas, voluntarily taken, administered or absorbed; or
9. service in the armed forces of any country or international authority, except the United States National Guard; or
10. operating, learning to operate, or serving as a member of a crew of an aircraft; or while in any aircraft operated by or under any military authority (other than the Military Airlift Command); or while in any aircraft being used for a test or experimental purposes; or while in any aircraft used or designed for use beyond the Earth's atmosphere; or while in any aircraft for the purpose of descent from such aircraft while in flight (except for self preservation); or
11. driving a vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle was being operated.

E. Payment of Benefits

The Accidental Death or Dismemberment Benefits for a Covered Loss will be paid when we receive notice and satisfactory proof of that loss.

Accidental Death or Dismemberment Benefits will be paid:

1. to your Beneficiary for the loss of your life; and
2. to you for any other Covered Loss sustained by you.

F. Optional Types of Payment

Payment of any amount of Accidental Death or Dismemberment Benefits for loss of life may be made in installments. Details on the payment options may be obtained from the Employer.

Form G.23000-4L

BENEFICIARY

A. Your Beneficiary

The "Beneficiary" is the person or persons you choose to receive any benefit payable because of your death.

You make your choice in writing on a form approved by us. This form must be filed with the records for This Plan.

You may change the Beneficiary at any time by filing a new form with the Employer. You do not need the consent of the Beneficiary to make a change. When the Employer receives a form changing the Beneficiary, the change will take effect as of the date you signed it. The change of Beneficiary will take effect even if you are not alive when it is received.

A change of Beneficiary will not apply to any payment made by us prior to the date the form was received by the Employer.

Your choice of a Beneficiary for a personal policy issued under RIGHT TO OBTAIN A PERSONAL POLICY OF LIFE INSURANCE ON YOUR OWN LIFE will be effective for This Plan.

B. More Than One Beneficiary

If, when you die, more than one person is your Beneficiary, they will share in the benefits equally, unless you have chosen otherwise.

C. Death of a Beneficiary

A person's rights as a Beneficiary end if:

1. that person dies before your death occurs; or
2. that person dies at the same time your death occurs; or
3. that person dies within 24 hours of your death.

The share for that person will be divided among the surviving persons you have named as Beneficiary, unless you have chosen otherwise.

D. No Beneficiary at Your Death

If there is no Beneficiary at your death for any amount of benefits payable because of your death, that amount will be paid to one or more of the following persons who are related to you and who survive you:

1. spouse;
2. child;
3. parent;
4. brother and sister.

However, we may instead pay all or part of that amount to your estate.

Any payment will discharge our liability for the amount so paid.

Form G.23000-G

**CLAIM PROCEDURE FOR
ACCIDENTAL DEATH OR DISMEMBERMENT BENEFITS**

A. When Notice of Claim Must be Given

Written notice of a claim must be given to us for Accidental Death or Dismemberment Benefits within 20 days after the date of the accident which caused the loss.

B. Claim Forms

When we receive written notice of a claim, we may furnish printed forms for filing proof of the claim. If we do not furnish printed forms within 15 days after you give us notice, you must furnish your own form of proof in writing.

Proof must describe the event, the nature and the extent of the cause for which a claim is made; it must be satisfactory to us.

C. When Proof of Claim Must Be Given

Written proof of a claim must be given to us not later than 90 days after the date of the loss, in the case of Accidental Death or Dismemberment Benefits.

D. Late Notice or Proof

If notice or proof is not given on time, the delay will not cause a claim to be denied or reduced as long as the notice or proof is given as soon as possible.

E. Time Limits on Starting Lawsuits

No lawsuit may be started to obtain benefits until 60 days after proof is given.

No lawsuit may be started more than 3 years after the time proof must be given.

F. Medical Examinations

While a claim is pending, we, at our expense, have the right to have you examined by Doctors of our choice when and as often as we reasonably choose.

G. Autopsy

If Accidental Death or Dismemberment Benefits are claimed, we, at our expense, have, in the case of death, the right to have an autopsy made where it is not against the law.

Form G.23000-H3

WHEN BENEFITS END

- A.** All of your benefits will end on the date your employment ends. Your employment ends when you cease Active Work as an Employee. However, for the purpose of benefits, the Employer may deem your employment to continue for certain absences. See **CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE**.
- B.** If This Plan ends in whole or in part, your benefits which are affected will end.

The end of any type of benefits on account of a Covered Person will not affect a claim which is incurred before those benefits ended.

Form G.23000-F

CONDITIONS UNDER WHICH YOUR ACTIVE WORK IS DEEMED TO CONTINUE

If you are not Actively at Work as an Employee because of a situation set forth below, the Employer may deem you to be in Active Work as an Employee only for the purpose of continuing your employment and only for the periods specified below in order that certain of your benefits under This Plan may be continued.

All such benefits will be subject to prior cessation as set forth in **WHEN BENEFITS END**.

In any case, the benefits will end on:

1. the date the Employer notifies us that your benefits are not to be continued; or
2. the end of the last period for which the Employer has paid premiums to us for your benefits.

Your Sickness or Injury, Your Leave of Absence, Your Lay Off

With respect to all Personal Benefits, the period determined in accordance with the Employer's general practice for an Employee in your job class. However, the period will not be longer than two months following the date the leave of absence or layoff begins.

However, in the event the leave qualifies under the Family and Medical Leave Act of 1993 (FMLA) or a similar state law, the period cannot be longer than the leave required by the law. If a leave qualifies under more than one such law, the period cannot be longer than the longest leave permitted under any of the laws.

Form G.23000-L

NOTICES

This certificate is of value to you. It should be kept in a safe place. Your Beneficiary should know where the certificate is kept.

As soon as your benefits end, you should consult your Employer to find out what rights, if any, you may have to continue your protection.

The insurance evidenced by this certificate is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

If you had coverage under a prior plan of benefits, please consult your Employer to determine if there are any additional provisions which affect your benefits under This Plan.

If you cease to be actively at work as an Employee as a result of a labor dispute, arrangements may be made by your Employer to continue your Personal Benefits. You may continue these benefits:

1. for a period of not longer than 6 months; and
2. only if certain conditions of This Plan are met.

One of these conditions is that at least 75% of the Employees make the required payments to the cost of any benefits. Your benefits will end unless the arrangements are made within the time allowed. Ask your Employer for the details on these arrangements.

Our Home Office is located at 200 Park Avenue, New York, New York 10166.

Form G.23000-E

THIS IS THE END OF THE CERTIFICATE. THE FOLLOWING IS ADDITIONAL INFORMATION.

MetLife®

Metropolitan Life Insurance Company
One Madison Avenue, New York, New York 10010-3690

Employer: County of Monterey

Group Policy No.: 101251-G

Date of Issue: July 1, 1999

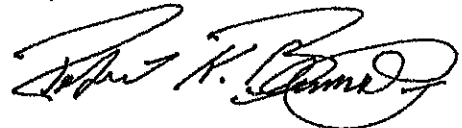
In return for the payment of the premiums when they fall due

Metropolitan Life Insurance Company
(Herein Called Metropolitan)

will pay the insurance and other benefits which are described in the Exhibits, subject to the terms and provisions of this Policy. The Schedule of Exhibits sets forth each Exhibit which is to be attached to and made a part of this Policy and to whom each such Exhibit applies.



Louis J. Ragusa
Vice President and Secretary



Robert H. Benmosche
Chairman, President and Chief Executive Officer

Premiums Are To Be Paid On A Monthly Basis

The Dividend, if Any, Is To Be Determined Each Year.

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Section 1. DEFINITIONS

The term "**Employee**" means any person defined as such in an Exhibit listed in the Schedule of Exhibits.

The term "**Personal Insurance**" means insurance on account of an Employee.

The term "**Personal Insurance Eligibility Date**" means the date an Employee is eligible for Personal Insurance.

The term "**Premium Due Date**" means the first day of each month after the Date of Issue.

The term "**Policy Period**" means a period beginning with any July first and ending with the next June thirtieth.

The term "**Non-Contributory Insurance**" means insurance for which the Employee does not have to pay the cost.

The term "**Contributory Insurance**" means insurance for which the Employee has to pay at least a portion of the cost.

Section 2. ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

The provisions regarding eligibility and effective dates of insurance with respect to any Employee are set forth in the Exhibit which applies to such Employee.

Section 3. CONTRIBUTIONS

The Employer does not require Employees to contribute to the cost of the Non-Contributory Insurance.

The maximum amounts that the Employer may require an Employee to contribute to the cost of the Contributory Insurance shall not exceed the premium charged for the amounts of such insurance.

Section 4. CESSATION OF INSURANCE

An Employee's insurance will cease as set forth in the Exhibit which applies to the Employee. The insurance on all Employees will cease on the date this Policy is discontinued.

Section 5. SCHEDULE OF INSURANCE

The amounts of insurance which are in force on account of an Employee will be as set forth in the Exhibit which applies to such Employee.

Section 6. PREMIUM RATES

INITIAL RATES

The initial premium rates are set forth in the Schedule of Premiums.

COMPUTATION OF PREMIUM

The premium is the sum of the premiums for the total amounts of all of the types of insurance then in force, subject to premium adjustments, if any. Such premium is determined on the basis of the premium rates which are then in effect.

In the computation of the premium which is due on any Premium Due Date, Metropolitan may use any equitable method which is agreeable to both the Employer and Metropolitan.

PREMIUM ADJUSTMENTS

A premium adjustment which involves a credit to the Employer will be limited to the period of twelve months before the date of the receipt by Metropolitan of evidence that such an adjustment should be made.

CHANGES IN RATES

Metropolitan may change any or all of the premium rates if there is a change in the terms of this Policy. Metropolitan may also change any or all of the premium rates (a) on the first day of each Policy Period which begins after the Date of Issue and (b) on any Premium Due Date following the date there has been a change, since the last day of the prior Policy Period, of 10% or more in the number of Employees insured for Personal Insurance under this Policy.

Except when the terms of the policy are changed, Metropolitan will give the Employer written notice of any increase in rates at least thirty-one days prior to the date such increase is to become effective.

Section 7. PREMIUM DUE DATES

The initial premium is due on the Date of Issue. All other premiums will be due on each Premium Due Date.

The premium payment must be paid on a monthly basis unless the Employer requests in writing a change in the mode of premium payments to an annual, semi-annual or quarterly basis.

Any change in the mode of premium payments must be approved by Metropolitan.

Section 8. PAYMENT OF PREMIUMS

All premiums which fall due, with the adjustments, if any, will be payable by the Employer on or before their respective due dates. All such premiums are to be paid at the Home Office of Metropolitan (or at such office as Metropolitan may designate for that purpose) or to an authorized representative of Metropolitan. The payment of a premium will not maintain the insurance in force beyond the day before the date the next premium is due, except as set forth in Section 9.

Section 9. GRACE PERIOD

A grace period of thirty-one days will be granted by Metropolitan for the payment of any premium which falls due after the Date of Issue.

During the grace period this Policy will continue to be in force.

If the Employer fails to pay the premium within the grace period, Metropolitan will discontinue this Policy on the last day of the grace period.

However, if notice in writing is given by the Employer to Metropolitan prior to the end of the grace period that this Policy is to be discontinued before the end of the grace period, this Policy shall be discontinued on the later of (a) the date of receipt of such notice by Metropolitan or (b) the date specified in the notice for such discontinuance.

In any case, the Employer will be liable to Metropolitan for the payment of the pro-rata premium which accrues for the period the Policy is in force.

Section 10. CERTIFICATES

Metropolitan will furnish certificates to the Employer for delivery to each Employee who is insured. The certificate will state the insurance protection to which the Employee is entitled and to whom the benefits will be paid. The certificate will set forth the provisions of this Policy which mainly affect the Employee. The word "certificate" includes riders and supplements to the certificate, if any.

Section 11. ASSIGNMENT

The insurance and benefits with respect to the Life and the Accidental Death or Dismemberment Insurance on account of the Employee under this Policy are assignable by gift. The insurance and benefits with respect to the Life Insurance on account of the Employee under this Policy are also assignable by means of a viatical assignment. Any such assignment will transfer all right, title, interest and incidents of ownership, both present and future, in such insurance, including, but not limited to, the following:

- a. The right to make any contributions required to keep the insurance in force under this Policy.
- b. The privilege of obtaining an individual policy of Life Insurance.
- c. The right to change the beneficiary.

No assignment will be binding upon Metropolitan and the Employer unless the following conditions are met:

- a. The assignment is in a form which is acceptable to both Metropolitan and the Employer.
- b. The assignment is filed at the Home Office of Metropolitan.

Metropolitan and the Employer do not assume any obligation as to the validity or the sufficiency of any assignment.

Section 12. RECORDS TO BE MAINTAINED

Records which relate to the insurance under this Policy will be maintained. Such records will include the following:

- a. The names and ages of all Employees who are insured.
- b. The amounts of insurance in force on each Employee.
- c. The effective date of each Employee's insurance.
- d. The effective date of any change in an amount of an Employee's insurance.

Such records will be maintained by Metropolitan; the records may, with the consent of Metropolitan, be maintained by the Employer.

Section 13. INFORMATION TO BE FURNISHED

The Employer and the Employees will furnish to Metropolitan all of the information which Metropolitan may reasonably require with regard to the matters which relate to the insurance. The Employer will allow Metropolitan to inspect all documents, books and records of the Employer which relate to the insurance or to the premiums.

Section 14. ENTIRE CONTRACT

This Policy and the application of the Employer constitute the entire contract between the parties. A copy of the application is attached to this Policy.

Section 15. INCONTESTABILITY; STATEMENTS

Any statement made by the Employer or by an Employee will be deemed a representation and not a warranty. No such statement will avoid the insurance or reduce the benefits under this Policy or be used in defense to a claim under this Policy unless it is contained in a written application. No such statement of the Employer will be used at all after the Policy has been in force for two years from its Date of Issue.

No such statement made by an Employee which relates to insurability will be used in contesting the validity of the insurance with respect to which such statement was made or to reduce the benefits unless the conditions listed in items (a) and (b) below have been met.

- a. The statement must be contained in a written application which has been signed by the Employee.
- b. A copy of the application has been furnished to the Employee or to the Employee's beneficiary.

No such statement of the Employee will be used at all after such insurance has been in force prior to the contest for a period of two years during the lifetime of the person to whom the statement applies.

Section 16. MISSTATEMENT OF AGE

In the case of the misstatement of the age of an Employee, an adjustment of the premium will be made, if appropriate.

If an amount of insurance is based on the age of the Employee, such amount will be adjusted to the amount to which such Employee would have been entitled at the Employee's correct age. The adjustment of the premium will be based on the adjusted amount of the Employee's insurance.

Section 17. CHANGES IN THE POLICY

No change in this Policy will be valid unless it is approved by an authorized officer of Metropolitan. Each such change must be evidenced by an amendment signed by both the Employer and by Metropolitan or by an endorsement signed by Metropolitan.

No agent may make a change in this Policy or waive any of its provisions.

Section 18. PARTICIPATION

This Policy is a participating contract.

Section 19. DIVIDENDS

Each year Metropolitan will determine the dividend, if any, to which this Policy may be entitled. Such determination will be within the sole discretion of Metropolitan's Board of Directors.

However, in view of the manner in which Metropolitan has determined premium rates, Metropolitan does not anticipate that this Policy will be entitled to any dividend.

In any case, if the Employees' total contributions to the cost of the insurance are in excess of the net cost of the insurance, the Employer must distribute or apply the amount of such excess for the sole benefit of the Employees.

Section 20. DISCONTINUANCE OF THE POLICY

Metropolitan will have the right to discontinue this Policy:

- a. if less than 75% of the eligible Employees are insured for Contributory Insurance other than Optional Life Benefits and/or Optional Accidental Death or Dismemberment Benefits; or
- b. if less than 100% of the eligible Employees are insured for Non-Contributory Insurance; or
- c. if less than 25% of the eligible Employees are insured for Optional Life Benefits and/or Optional Accidental Death or Dismemberment Benefits.

Metropolitan will also have such right if less than 50 Employees are insured. Such right may be exercised by Metropolitan only on the last day of the first Policy Period or on the day before any Premium Due Date which occurs after the last day of the first Policy Period. Notice, in writing, that this Policy is to be discontinued must be given to the Employer by Metropolitan. The notice must be given at least thirty-one days prior to the date this Policy is to be discontinued.

Section 21. ADDITIONAL PROVISIONS

This Policy is not in lieu of and does not affect any requirement for coverage by workers' compensation insurance.

Ownership of Life and Accidental Death or Dismemberment Insurance: - If, on the day prior to the Date of Issue of this Policy,

- a. Life and Accidental Death or Dismemberment Insurance is in force on the life of an Employee under the Employer's Group Insurance Plan, and
- b. that insurance is owned by a person or persons other than the Employee,

all right, title, interest and incidents of ownership, both present and future, in the Life and Accidental Death or Dismemberment Insurance on the life of the Employee under this Policy shall belong to such other person or persons. Such other person or persons may exercise each and every right and privilege with respect to such insurance which, in the absence of that ownership interest, could have been exercised by the Employee. In each other case, as of the Date of Issue of this Policy, all right, title, interest and incidents of ownership, both present and future, in the Life and Accidental Death or Dismemberment Insurance on the life of an Employee under this Policy shall belong to that Employee.

SCHEDULE OF PREMIUMS

The initial monthly premium rates for the insurance specified below are as follows:

Basic Life Benefits for Employees: - \$0.20 per \$1,000 of Basic Life Benefits in force hereunder.

Optional Life Benefits for Employees:

<u>Age of Employee</u>	<u>Amount Per \$1,000 of Optional Life Benefits in force hereunder</u>
Less than 30	\$0.10
30 but less than 35	\$0.13
35 but less than 40	\$0.17
40 but less than 45	\$0.21
45 but less than 50	\$0.31
50 but less than 55	\$0.53
55 but less than 60	\$0.98
60 but less than 65	\$1.22
65 but less than 70	\$2.10
70 but less than 75	\$3.78

Accidental Death or Dismemberment Benefits for Employees: - \$0.03 per \$1,000 of the Full Amount of Accidental Death or Dismemberment Benefits for Employees.

Optional Accidental Death or Dismemberment Benefits for Employees: - \$0.03 per \$1,000 of the Full Amount of Optional Accidental Death or Dismemberment Benefits for Employees.

SCHEDULE OF EXHIBITS

<u>Exhibit No.</u>	<u>Form</u>	<u>Applicable To</u>
8	G.23000 Series	Life Benefits for All Covered Employees

NOTICES TO THE HOLDER OF THIS POLICY

VOTING PRIVILEGE. An election of Directors is held in New York, New York, on the second Tuesday of April in each year. If this Policy has been in force for at least one year and while it remains in force, the holder of this Policy will have a right to vote. For the details as to how to vote, apply to the Secretary at the Home Office.

NOMINATIONS. The New York Insurance Law requires the Board of Directors to nominate candidates described as the "Administration Ticket". Other nominations may be made by groups of policyholders. All such nominations must be made not less than five months prior to the election.

METROPOLITAN LIFE INSURANCE COMPANY

**HOME OFFICE
One Madison Avenue
New York, New York
10010**

Countersigned _____ 10-3-00 _____
Date

By _____ Colin B... _____
Licensed in California

Agent's License Number in California _____ 0B92571 _____

Form G.2130-S

Policyholder Name: County of Monterey
Policyholder Number: 101251-G
Policyholder Situs: California



MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, New York 10166

CERTIFICATE RIDER

Group Policy No.: 101251-G
Employer: County of Monterey
Effective Date: July 1, 2016

The certificate is changed as follows:

Applicable to Life Benefits for all Employees

1. In the **SCHEDULE OF BENEFITS**, replace **BASIC LIFE** under **BENEFITS (EMPLOYEE ONLY)** with the following:

"BASIC LIFE

Class A Employees (Who contribute for Dependent Coverage under Employer's Medical Plan)	\$10,000
Class A Employees (Who do not contribute for Dependent Coverage under Employer's Medical Plan)	\$35,000
Class B, M and N Employees	\$20,000
Class Q and V Employees	\$20,000
Class K Employees	\$20,000
Class R Employees	\$20,000
Class F, J, H, P, S and Z Employees	\$20,000
Class C, D, E, G, L, O, X, and Y Employees	\$50,000

Only your Life Benefits will be reduced if Accelerated Benefits are paid. Any amount of Accidental Death or Dismemberment Benefits will be based on the amount of your Life Benefits in effect at the date payment of the Accelerated Benefit is made.

See pages hereof entitled ACCELERATED BENEFITS (On Your Own Account)."

This rider is to be attached to and made part of the certificate.

CR2000

