

**AMENDMENT #2  
TO AGREEMENT BETWEEN  
COUNTY OF MONTEREY AND  
CARL WARREN & COMPANY**

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

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

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

**WHEREAS**, the COUNTY and CONTRACTOR amended the AGREEMENT by way of Amendment No. 1, extended the term by one year through June 30, 2016, and increased the "not to exceed" amount of the AGREEMENT by \$82,404, from \$240,000 to \$322,404; and

**WHEREAS**, to accommodate the contingent and uncertain nature of additional expenses in a fiscal year resulting from existing Agreement terms relative to subrogation and excess claims, the COUNTY and CONTRACTOR wish to amend the Agreement to allow an additional amount for excess claims and subrogation expenses for FY 2015-16 by \$30,000, for a new not to exceed amount of **\$352,404** for fiscal years 2012-2016.

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


1. Section 6. "COMPENSATION AND PAYMENTS", a new Subsection 6.8 – "Amounts for Subrogation Recovery and Excess Claims Fees" shall be added, stating:
  - 6.8 The parties acknowledge the terms of the Agreement with respect to fees allowed the CONTRACTOR for subrogation recovery and "excess claims," and agree that the amount of \$30,000 is hereby designated for the possible payment of such fees in Fiscal Year 2015-2016. The Annual Fixed Rate, as amended by Amendment #1, is not affected by this provision.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect, as set forth in the AGREEMENT.
3. A copy of the AMENDMENT #2 shall be attached to the original AGREEMENT executed by the COUNTY on June 22, 2012.

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

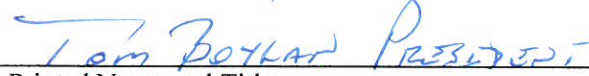
MONTEREY COUNTY

CONTRACTOR

  
Contracts/Purchasing Officer

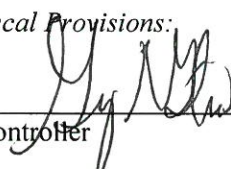
By:   
Signature of Chair, President, or  
Vice-President

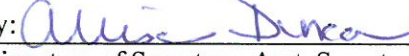
Dated: ~~10-5-15~~ 10/29/15

  
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 9-21-15

  
Deputy Auditor/Controller

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

Dated: 9-24-15

  
Printed Name and Title

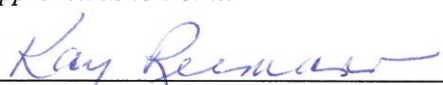
RISK MANAGEMENT  
COUNTY OF MONTEREY  
~~Approved as to Liability Provisions~~  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Dated: 9/21/15

Risk Management

By:   
Date: 9/25/15

Approved as to Form:

  
Deputy County Counsel

Dated: 9/29/15

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.