

AGREEMENT BETWEEN COUNTY OF MONTEREY AND METROPOLITAN LIFE INSURANCE COMPANY

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

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10748) for Life and Accidental Death and Dismemberment Insurance, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services in accordance with the terms of RFP # 10748; and

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 # 10748 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10748. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- This AGREEMENT
- EXHIBIT A – Schedule of Coverage
- EXHIBIT B – Cost
- EXHIBIT C – Group Insurance Policy
- EXHIBIT D – Legal Services Plan
- EXHIBIT E – Pet Insurance Plan
- EXHIBIT F – Travel Assistance Services Agreement
- RFP # 10748 dated January 30, 2020, including all addenda, attachments and exhibits
- CONTRACTOR’s proposal dated February 26, 2020
- Certificate of Insurance and 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, including all attachments, exhibits and appendix; RFP # 10748 Addenda; RFP # 10748, including all attachments and exhibits; CONTRACTOR's proposal; and Certificate of Insurance and Additional Insured Endorsements.
- 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 and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. 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 requirements.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 DEFINITIONS

- 2.1 NON-CONTRIBUTIONARY 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 CONTRIBUTIONARY INSURANCE means insurance which the Employee is responsible for all or part of the costs.
- 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 mean 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 child from live birth through age 26, or a 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.
- 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 or domestic partner 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 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 SERVICES

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 INSURANCE POLICY attached hereto as EXHIBIT C.

3.2 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.

- 3.3 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.
- 3.3.1 The records may, upon written agreement of both parties, be maintained by the County.
- 3.4 CONTRACTOR shall provide a dedicated account team for the administration of the Policy.
- 3.5 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.
- 3.6 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.
- 3.7 CONTRACTOR shall provide a voluntary employee-paid Legal Services Plan for eligible County of Monterey employees as described in EXHIBIT D, attached hereto.
- 3.8 CONTRACTOR shall provide a voluntary employee-paid Pet Insurance Plan for eligible County of Monterey employees as described in EXHIBIT E, attached hereto.

4.0 TERM OF AGREEMENT

- 4.1 The term of this AGREEMENT is from July 1, 2020 through and including June 30, 2023, with the option to extend this AGREEMENT upon mutual consent. 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. Both parties shall agree upon rate extension(s) or changes in writing.
- 4.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, with a thirty (30)-day written notice without cause, 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.
- 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 for the Basic Life and Accidental Death and Dismemberment Insurance 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.

5.4 Premium payments for the Legal Services Plan are due to CONTRACTOR once a month. Payments will be deducted from participating employees' payroll on the second paycheck of each month and transmitted to CONTRACTOR within two weeks.

5.5 Premium payments for the Pet Insurance Plan are due to CONTRACTOR once a month. Payments will be deducted from participating employees' payroll on the second paycheck of each month and transmitted to CONTRACTOR within two weeks.

5.6 Negotiations for rate changes shall be commenced by CONTRACTOR a minimum of ninety (90) days prior to the expiration of this AGREEMENT or any renewal thereof.

5.7 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.

5.8 Tax:

5.8.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

5.8.2 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 For the Basic Life and Accidental Death and Dismemberment Insurance, 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 For the Legal Services Plan and the Pet Insurance Plan, the County will deduct the premiums from participating employees' payroll and transmit payments to CONTRACTOR.
- 6.3 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.
- 6.4 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).
- 6.5 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 in the AGREEMENT must be approved by County in writing via an Amendment.

7.0 STANDARD INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of 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.

8.2 Qualifying Insurers: All coverages, 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.

8.3 Insurance Coverage Requirements: 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:

8.3.1 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, Products and Completed Operations, with a limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

8.3.2 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.

8.3.3 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.

8.3.4 Professional Liability Insurance, MetLife self-assumes the risk for professional liability insurance.

8.4 Other Insurance Requirements:

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

8.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy 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.

8.4.3 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.

8.4.4 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.

8.4.5 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. 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.

10.0 NON-DISCRIMINATION

- 10.1 During the performance of this AGREEMENT, CONTRACTOR and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this AGREEMENT, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this AGREEMENT shall not be deemed to be prohibited discrimination.
- 10.2 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTS with subcontractors to perform work under this AGREEMENT.

11.0 INDEPENDENT CONTRACTOR

- 11.1 In the performance of work, duties, and obligations under this AGREEMENT, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this AGREEMENT to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable

taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this AGREEMENT. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

11.2 CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County. None of the services covered by this AGREEMENT shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this AGREEMENT.

11.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

12.0 CONFLICT OF INTEREST

12.1 CONTRACTOR covenants that it, its responsible officers, and its employees having major responsibilities for the performance of work under this 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 to any degree with the full and complete performance of the services required to be rendered 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 TIME OF ESSENCE

14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for

performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- 15.1 Assurance of Performance: If at any time, County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.
- 15.2 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 NON-APPROPRIATIONS CLAUSE

- 16.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.

17.0 NOTICES

- 17.1 Notices required to be given to the respective parties under this AGREEMENT shall be delivered by email or by first-class, postage pre-paid mail to the County and CONTRACTOR's contract administrators at the addresses listed below:

TO COUNTY:
County of Monterey
Attn: Jose L. Tapia
168 W. Alisal Street, 3rd Floor

TO CONTRACTOR:
MetLife Insurance Company
Attn: Greg Duane
1255 Treat Blvd. Suite 450

Salinas, CA 93901
Phone: (831) 755-5268
Email: TapiaJL@co.monterey.ca.us

Walnut, CA 94510
Phone: (925) 708-3945
Email: gduane@metlife.com

18.0 LEGAL DISPUTES

- 18.1 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.
- 18.2 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.
- 18.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 18.4 In the event of any conflict or inconsistency between the provisions of this AGREEMENT and the provisions of any exhibit or other attachment to this AGREEMENT, the provisions of this AGREEMENT shall prevail and control.
- 18.5 County shall promptly give CONTRACTOR written notice of any lawsuit of which County becomes aware arising under the GROUP POLICY.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this AGREEMENT as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Metropolitan Life Insurance Company
Contractor's Business Name*

Date: _____

Approved as to Form:

By: _____
(Signature of Chair, President, or
Vice-President)*

By: _____
County Counsel

Name and Title

Date: _____

Date: _____

Approved as to Fiscal Provisions:

By: _____
Auditor/Controller

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

Date: _____

Name and Title

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

Date: _____

County Board of Supervisor's Agreement Number: _____, approved on (date): _____

*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.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this AGREEMENT as of the

By: _____
Contracts/Purchasing Officer

CONTRACTOR
Metropolitan Life Insurance Company
Contractor's Insurance Name

Date: _____

Approved as to Form:

By: _____
County Counsel

By: _____
(Signature of Chair, President, or Vice-President)*

Vice President of Operations
Name and Title

Date: _____

Date: 5/31/20

Approved as to Fiscal Provisions:

By: _____
Auditor/Controller

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

Assistant Vice President
Name and Title

Date: _____

Date: May 31, 2020

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

County Board of Supervisor's Agreement Number: _____ approved on (date): _____

*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.

EXHIBIT A – SCHEDULE OF COVERAGE

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

Life Insurance Benefit:

Class A, B, M and N employees:	\$35,000
Class F, H, J, K, P, Q, R, S, V and Z employees:	\$20,000
Class C, D, E, G, L, O, X, XL 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 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
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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

COST (100% employer funded)	Rate: Per \$1,000 of covered payroll.
Life	0.148
AD&D	0.020

- The County will be notified of renewal rate one hundred and twenty (120) days prior to the renewal effective date.
- The rates will be guaranteed unconditionally for 36 months.
- A participant contract is provided.

WAIVER OF PREMIUM IS INCLUDED. Eligibility to age 60; end 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.
- Travel assistance is included at no additional cost pursuant to the Travel Assistance Services Agreement attached hereto as EXHIBIT F. The \$0.12 per Eligible Person per month described in the Travel Assistance Services Agreement is combined with the AD&D rate of \$0.020 for customer billing convenience.

LEGAL SERVICES PLAN

COST (100% employee funded)

Plan	Premium
MetLife Legal Plans®	\$18 per employee per month

PET INSURANCE PLAN

COST (100% employee funded)

Pricing is based on the individual risk level of a person's dog or cat. The factors that are considered are: species, age, breed and location (where the pet parents live).