

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.

- 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.

- 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.

- 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

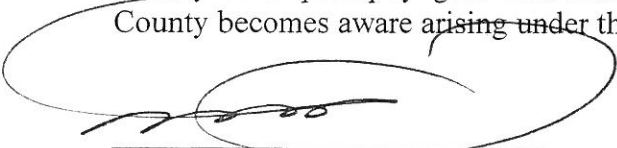
will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

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 THURSON
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:

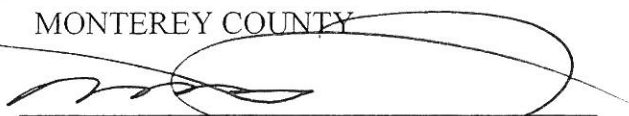
Mike, Derr, Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
Email: DerrM@co.monterey.ca.us

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:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy Assistant County Counsel

Dated:

TERESA THORSEN
Printed Name and Title

Dated:

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

INSURED
MetLife, Inc. and its Subsidiaries
27-01 Queens Plaza North, Area 4C
Long Island City, NY 11101

CONTACT**NAME:****PHONE**

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL**ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Old Republic Insurance Co

24147

INSURER B: N/A

N/A

INSURER C: National Union Fire Ins. Co. of Pittsburgh, PA

19445

INSURER D: N/A

N/A

INSURER E: New Hampshire Insurance Co.

23841

INSURER F: Commerce And Industry Ins Co

19410

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	ADDL INSR	SUBR 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			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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N			WC 049101734 (AOS)	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N N/A			WC 049101735 (CA)	01/01/2014	01/01/2015	E.L. EACH ACCIDENT \$ 1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 049101737 (AK, AZ, GA, VA)	01/01/2014	01/01/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E				WC 049101740 (ND, OH, WA, WI, WY)	01/01/2014	01/01/2015	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 Derr, 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

Page 2 of 2

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		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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
WC 049101738 (IL, KY, NC, NH, UT, VT)
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

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

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

31675 -6-....-14-15

INSURED
MetLife, Inc. and its Subsidiaries
27-01 Queens Plaza North, Area 4C
Long Island City, NY 11101

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Old Republic Insurance Co

24147

INSURER B : N/A

N/A

INSURER C : National Union Fire Ins. Co. of Pittsburgh, PA

19445

INSURER D : N/A

N/A

INSURER E : New Hampshire Insurance Co.

23841

INSURER F : Commerce And Industry Ins Co

19410

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	ADDL 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		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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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**CANCELLATION**

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

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.

AGENCY CUSTOMER ID: 31675

LOC #: New York



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

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		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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
WC 049101738 (IL, KY, NC, NH, UT, VT)
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

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 INSURED

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

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).

THIS FORM APPLIES IN STATES WHICH USE THE CA 00 01 (03-10) AND CA 00 01 (03-06)
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:
Named Insured:	 (Authorized Representative)

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.

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.



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

ROUTING FORM – RQN #: 272**Date:** 8/26/2014☒ **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**☒ **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*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)			
2nd	County Counsel (required)	JHA		9-16-2014
3rd	Risk Management (non-standard insurance and/or indemnity provisions)		Standard Contract no changes to ins & indem	
4th	Auditor-Controller (required)			9-18-14
5th	Contracts/Purchasing (required)			9-18-14
	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 #: _____