

EXHIBIT 3

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City") and ADMINISURE, INC., a California corporation ("Consultant"), is effective as of the 15th day of August, 2024.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services effective as of August 15, 2020 ("Agreement"), whereby Consultant agreed to act as the City's Third Party Administrator for administration of City self-insured workers' compensation claims for an initial term of three (3) years for a not-to-exceed Contract Sum of \$317,664, with City options to extend the term for up to two (2) additional one-year terms at specified rates and not-to-exceed amounts of compensation; and

B. Effective August 15, 2023, pursuant to Section 3.4 of the Agreement, City and Consultant entered into Amendment No. 1 to the Agreement, whereby City exercised the first of its two one-year options to extend the term of the Agreement, thereby extending the term for an additional one-year period expiring August 15, 2024, with compensation for the extension period services not to exceed \$110,148 as specified in Section 2.1 and Section I of Exhibit "C" of the Agreement, thereby increasing the total not-to-exceed Contract Sum from \$317,664 to \$427,812.

C. Pursuant to Section 3.4 of the Agreement, City, by this Amendment No. 2, desires to exercise its one remaining one-year option to extend the term of the Agreement, thereby extending the term for an additional one-year period expiring August 15, 2025, with compensation for the extension period services not to exceed \$112,356 as specified in Section 2.1 and Section I of Exhibit "C" of the Agreement, thereby increasing the total not-to-exceed Contract Sum from \$427,812 to \$540,168. Consultant is amenable to same, and the parties therefore desire to amend the Agreement accordingly.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1, "Contract Sum," is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***Five Hundred Forty Thousand One Hundred Sixty-Eight Dollars (\$540,168)*** ~~Four Hundred Twenty Seven Thousand Eight Hundred~~

~~Twelve Dollars (\$427,812) (the “Contract Sum”) for the entirety of the Term, unless additional compensation is approved pursuant to Section 1.8. In the event City exercises its option to extend the Agreement pursuant to Section 3.4, the compensation for the one year extension period shall not exceed One Hundred Twelve Thousand Three Hundred Fifty Six Dollars (\$112,356), unless additional compensation is approved pursuant to Section 1.8.”~~

B. Section 3.4, “Term,” is hereby amended to read in its entirety as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding *five (5)* ~~four (4)~~ years from the date hereof which is August 14, ~~2025~~ 2024, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~City may, in its sole discretion, extend the term of the Agreement for one (1) additional one-year term, with the extension period expiring on August 14, 2025.”~~

C. Subsection A (“Claims Administration Flat Fees”) of Section I of Exhibit “C,” “Schedule of Compensation,” is hereby amended to read in its entirety as follows:

“A. Claims Administration Flat Fees. Entirety of services encompassed by “Scope of Services” pursuant to Section 1.1, including all open, closed and future claims, shall be performed for a flat monthly fee as follows (unless expressly indicated otherwise in this “Schedule of Compensation”):

1. For the first year, August 15, 2020 through August 14, 2021, of this Agreement, the City shall pay the Consultant \$8,650 per month for Claims Administration Services rendered under this Agreement for a total of \$103,800.
2. For the second year, August 15, 2021 through August 14, 2022, of this Agreement, the City shall pay the Consultant \$8,823 per month for Claims Administration Services rendered under this Agreement for a total of \$105,876.
3. For the third year, August 15, 2022 through August 14, 2023, of this Agreement, the City shall pay the Consultant \$8,999 per month for Claims Administration Services rendered under this Agreement for a total of \$107,988.
4. For the fourth year, August 15, 2023 through August 14, 2024, of this Agreement, the City shall pay the Consultant \$9,179 per month for Claims Administration Services rendered under this Agreement for a total of \$110,148.

5. For the fifth year, August 15, 2024 through August 14, 2025, of this Agreement, the City shall pay the Consultant \$9,363 per month for Claims Administration Services rendered under this Agreement for a total of \$112,356.

~~For additional years subsequent to the fourth year, City possesses one one-year option to extend at its election. Each additional year shall never exceed a two percent increase per year. Subsequent annual terms from August 15 to August 14 may be mutually agreed upon and the Consultant may adjust a fee with prior approval from the City.~~

~~a. For the option year, August 15, 2024 through August 14, 2025, of this Agreement, the City shall pay the Consultant \$9,363 per month for Claims Administration Services rendered under this Agreement for a total of \$112,356."~~

D. Section V of Exhibit "C," "Schedule of Compensation," is hereby amended to read in its entirety as follows:

"V. The total compensation for the Services shall not exceed \$540,168 \$427,812 as provided in Section 2.1 of this Agreement."

2. Continuing Effect of Agreement. Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement (as amended by Amendment No. 1) other than as provided herein. Each party represents and warrants to the other that the Agreement (as amended by Amendment No. 1) is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date(s) and year(s) set forth below, with express intent that this Amendment No. 2 shall be effective as of the date first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

Date: _____, 2024

ATTEST:


Dr. Khaleah K. Bradshaw, City Clerk

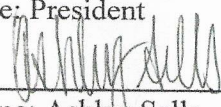
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[brj]

CONSULTANT:

ADMINSURE, INC., a California corporation

By: 
Name: Alithia Vargas-Flores
Title: President

By: 
Name: Ashley Sells
Title: Corporate Secretary
Address: 3380 Shelby Street
Ontario, CA 91764

Date: _____ June 20, 2024

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	<div>TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	<div>NUMBER OF PAGES</div>
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		<div>DATE OF DOCUMENT</div>
		<div>SIGNER(S) OTHER THAN NAMED ABOVE</div>

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<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		DATE OF DOCUMENT
_____ _____		
		SIGNER(S) OTHER THAN NAMED ABOVE