

**FIFTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
ADMINSURE, INC.  
(WC PROGRAM – TPA SERVICES)**

**1. PARTIES AND DATE.**

This Fifth Amendment to the Professional Services Agreement (“Amendment”) is made and entered into this 3<sup>rd</sup> day of July, 2024 by and between the City of Corona (“City”) and AdminSure, Inc., a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated April 4, 2018 (“Agreement”), whereby Consultant agreed to provide Workers’ Compensation – Third Party Claims Administrator services through June 30, 2020.

2.2 Prior Amendments. City and Consultant entered into the following prior amendments: (1) that certain First Amendment to the Agreement on June 24, 2020 to extend the term of the Agreement and increase the compensation; (2) that certain Second Amendment to the Agreement on August 3, 2021 to extend the term of the Agreement and increase the compensation; (3) that certain Third Amendment to the Agreement on August 4, 2022 to extend the term of the Agreement and increase the compensation; and (4) that certain Fourth Amendment to the Agreement as of July 1, 2023 to extend the term of the Agreement and amend the Compensation through fiscal year ending June 30, 2024.

2.3 Fifth Amendment Purpose. City and Consultant desire to amend the Agreement for the fifth time to take the following actions retroactively to July 1, 2024: (1) extend the term of the Agreement for one year with four optional one-year renewal terms; and (2) to revise the rate schedule provided for in Exhibit “C” (Compensation) to increase the Annual Flat Fee.

**3. TERMS.**

3.1 Term. Section 3.1.2 (Term) of the Agreement, is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from July 1, 2018 to June 30, 2025 (“Initial Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Initial Term of this Agreement, and shall meet any other established schedules and deadlines. The City, by and through the City Attorney/Legal and Risk Management Director, has the right to

extend the Initial Term of this Agreement, in its sole discretion and under the same terms and conditions, for four (4) additional one (1) year periods (each a "Renewal Term"). The terms "Initial Term" and "Renewal Term" may sometimes be generally and collectively referred to as "Term" in this Agreement."

3.2 Compensation. Section 3.3.1 (Compensation) and Exhibit "C-3" (Compensation) of the Agreement are hereby deleted in their entirety and replaced with the following:

"3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under the Agreement at the rates set forth in Exhibit "C-5" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed the Annual Flat Fee amount provided for in Exhibit "C-5" attached hereto, which Flat Fee Amount shall be subject to adjustment as provided in Exhibit "C-5" attached hereto, ("Total Compensation"), without written approval of the City's City Attorney/Legal Risk Management Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.3 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.4 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.

3.5 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING TWO PAGES]**

**CITY'S SIGNATURE PAGE FOR  
CITY OF CORONA FIFTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH ADMINISURE, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment to Professional Services Agreement as of the date noted on the first page.

**CITY OF CORONA**  
**a California municipal corporation**

By: \_\_\_\_\_  
Dean Derleth  
City Attorney/LRM Director

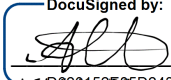
Attest:

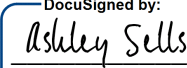
\_\_\_\_\_  
Sylvia Edwards  
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA FIFTH AMENDMENT TO**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH ADMINSURE, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment to Professional Services Agreement as of the date noted on the first page.

**ADMINSURE, INC.**  
**a California corporation**

By:   
Alimla Vargas-Flores  
President

By:   
Ashley Sells  
Secretary

**EXHIBIT "C-5"**  
**COMPENSATION**

**TERM - FLAT FEE**

For the period July 1, 2024 through June 30, 2025, Consultant shall be paid for the Services at the annual flat rate amount of Two Hundred Forty-Seven Thousand, Five Hundred Nine Dollars and Zero Cents (\$247,509) ("Annual Flat Fee"), payable in monthly installments of Twenty Thousand Six Hundred and Twenty-Five Dollars and Seventy-Five Cents (\$20,625.75).

**RENEWAL TERMS – ANNUAL FLAT FEE COST OF LIVING INCREASES**

If the City elects to implement any of the four (4) optional Renewal Terms provided for in Section 3.1.2 of this Agreement, the Annual Flat Fee shall be subject to adjustment at the beginning of each such implemented Renewal Term. The adjustment shall be equal to the lesser of: (1) three percent (3%); or (2) the change in the Consumer Price Index (all urban consumers; Riverside Area, as determined by the Purchasing Manager) for the most recent twelve (12) month period for which statistics are available. Each adjustment to the Annual Flat Fee shall be documented pursuant to a duly authorized written amendment to this Agreement.

**REIMBURSABLE EXPENSES**

Consultant shall not be entitled to the payment of any reimbursable expenses. The Annual Flat Fee shall be Consultant's sole compensation or consideration of any kind under this Agreement.