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AMENDMENT NO. 2

AGREEMENT FOR THIRD PARTY ADMINISTRATION –
WORKER'S COMPENSATION CLAIMS
(City of Glendale Solicitation No. RFP 13-43, Contract No. C-8818)

This Amendment No. 2 ("Amendment") to the Agreement for Third Party Administration – Worker's Compensation Claims ("Agreement") is made this 9 day of February, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and CorVel Enterprise Comp, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and CorVel Enterprise Comp, Inc., ("Contractor") previously entered into an Agreement for Third Party Administration – Worker's Compensation Claims, Contract No. C-8818, dated February 25, 2014 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning April 1, 2014 through March 31, 2015 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, extending the term of the Agreement from April 1, 2015 through March 31, 2016; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from April 12, 2016 through March 31, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$102,500 for the entire term of this Agreement.
5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. **Insurance Certificate.** Current certificate will expire on April 30, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



Kevin R. Phelps, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

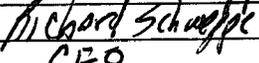
APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

CorVel Enterprise Comp, Inc.,
a Delaware corporation



By: 
Its: CFO