

**FIRST AMENDMENT
to Agreement between the
City of Chula Vista
and
Claims Management Associates, Inc. a California corporation
For Liability Claims Services**

This FIRST AMENDMENT "Amendment" is entered into effective as of March 2, 2021 ("Effective Date") by and between the City of Chula Vista ("City") and Claims Management Associates, Inc. a California corporation ("Contractor") with reference to the following facts:

RECITALS

WHEREAS, City and Contractor previously entered into an agreement entitled, "City of Chula Vista Contractor/Service Provider Agreement with Claims Management Associates, Inc. to Provide Liability Claims Services" (the "Original Agreement"), effective July 1, 2017; and

WHEREAS, to date, the parties have entered into three one-year options to extend the Original Agreement, with two remaining, and the current one covering the period July 1, 2020 through June 30, 2021; and

WHEREAS, City and Contractor desire to amend the Original Agreement and current Option to Extend, to increase the maximum compensation amount, due to an increase in the volume of claims the City is receiving, and consequent increase in the volume of services to be performed by Contractor.

NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Contractor agree as follows:

1. The Original Agreement is hereby amended as follows: Exhibit A., section 5., "Special Provisions," is amended to add the following sentence at the end of the section: "Beginning in the 2020-2021 fiscal year, each option to extend shall have a maximum contractual amount of \$100,000.00."
2. The "Option to Extend" for Option Year 3 of 5 (July 1, 2020 through June 30, 2021) is hereby amended to increase the "Maximum Compensation for Option Term" amount from \$50,000.00 to \$100,000.00.
3. Except as expressly provided in this First Amendment, all other terms and conditions of the Original Agreement and the Option to Extend shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to enter into, and perform its obligations under, this FIRST Amendment, without the need for any further action under its governing instruments, and that the individual executing this First Amendment on behalf of the party has the party's authority to do so.

**SIGNATURE PAGE TO FIRST AMENDMENT
TO
CITY OF CHULA VISTA CONSULTANT SERVICES AGREEMENT
WITH HINDERLITER, DE LLAMAS AND ASSOCIATES
TO PROVIDE CANNABIS MANAGEMENT SERVICES AGREEMENT WITH CLAIMS
MANAGEMENT SERVICES, INC. FOR LIABILITY CLAIMS SERVICES**

CLAIMS MANAGEMENT SERVICES

DocuSigned by:

774C15332A024FC...

BY: _____
ED GARBO
PRESIDENT

CITY OF CHULA VISTA

BY: _____
MARY CASILLAS SALAS
MAYOR

ATTEST

BY: _____
KERRY K. BIGELOW, MMC
CITY CLERK

APPROVED AS TO FORM

BY: _____
GLEN R. GOOGINS
CITY ATTORNEY