

AMENDMENT NO. 1 TO AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
CARL WARREN AND COMPANY  
FOR  
LIABILITY CLAIM INVESTIGATION AND PROCESSING

THIS AMENDMENT is made and entered into by and between the CITY OF HUNTINGTON BEACH, a California municipal corporation, hereinafter referred to as “City,” and CARL WARREN AND COMPANY, an Arizona Company, hereinafter referred to as “CONSULTANT.”

WHEREAS, City and Consultant are parties to that certain agreement, dated February 18, 2021, entitled “Professional Services Contract Between the City of Huntington Beach and Carl Warren and Company for Liability Claim Investigation and Processing” which agreement shall hereinafter be referred to as the “Original Agreement”; and

City and Consultant wish to amend the Original Agreement to increase the amount of compensation to be paid to Consultant,

NOW, THEREFORE, it is agreed by City and Consultant as follows:

1. ADDITIONAL COMPENSATION

In consideration of the services to be performed under the Original Agreement, City agrees to pay Consultant at the rates specified in Exhibit B which is attached hereto and incorporated by reference into this Agreement. City further agrees to pay Consultant an additional sum not to exceed Two Hundred Twenty Two Thousand Dollars (\$222,000.00). The additional sum shall be added to the original sum of Three Thousand Nine Hundred Dollars (\$309,000.00), for a new contract amount not to exceed Five Hundred Thirty One Thousand Dollars (\$531,000.00).

2. SCOPE OF WORK

CONSULTANT shall provide additional services as described in **Exhibit "A"** which is attached hereto and incorporated into this Agreement by this reference.

These services shall sometimes hereinafter be referred to as the "PROJECT."

3. REAFFIRMATION

Except as specifically modified herein, all other terms and conditions for the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 2022.

CARL WARREN AND COMPANY

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

print name

ITS: (circle one) Chairman/President/Vice President

\_\_\_\_\_  
City Clerk

**AND**

By: \_\_\_\_\_

INITIATED AND APPROVED:

*B. Mello*

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

\_\_\_\_\_  
Director of Administrative Services

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *llw*

2. SCOPE OF WORK

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3. REAFFIRMATION

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on \_\_\_\_\_, 2022.

CARL WARREN AND COMPANY

CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California

By:   
\_\_\_\_\_

Angelique King

print name

ITS: (circle one) Chairman/President/Vice President

\_\_\_\_\_  
Mayor

AND

\_\_\_\_\_  
City Clerk

By:   
\_\_\_\_\_

Richard McAbee

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer, Chief Marketing Officer

INITIATED AND APPROVED:


\_\_\_\_\_  
Director of Administrative Services

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

**COUNTERPART**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

## EXHIBIT "A"

### A. STATEMENT OF WORK: (Additional Services)

#### E. SUBROGATION/PROPERTY RECOVERY SERVICES

All liability and property investigative matters related to the incident or file are completed by the handling claim adjuster of Carl Warren or the City Risk Management Department. Once the investigation work is complete, the claim damage documents are transmitted to Carl Warren's subrogation team to recover the final damages. Basic information such as a police report, or other means of claimant identification of the responsible party to pursue, enables us to prepare a more accurate and effective demand for reimbursement. Once the damage documentation is complete to evidence the amount of recovery sought, we can begin preparation of the demands. The recovery adjuster will work closely with the City's Risk Management Department to tailor the recovery process to your needs.

If subrogation potential has been identified on large loss files, with communication, our subrogation experts can have early involvement and coordinate with a subrogation attorney for site inspections, etc.