

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT
CITY OF CHULA VISTA
AND
GATZKE DILLON & BALLANCE LLP**

This First Amendment to Legal Services Agreement (“First Amendment”) is entered into this effective date of March 28, 2023 (“Effective Date”), by and between the City of Chula Vista (“City”) and Gatzke Dillon & Ballance LLP (“Attorney”) (City and Attorney together, “Parties”).

RECITAL

WHEREAS, Attorney has provided legal services on behalf of the City, including but not limited to, any and all reasonably required legal representation on behalf of the City in the matter of on-call legal services to assist the Development Services Department, pursuant to a Legal Services Agreement between City and Attorney effective June 23, 2021 (“Agreement”); and

WHEREAS, the Agreement, in section 3.1, provides that the total amount of service and costs to be paid under the Agreement shall not exceed \$50,000.00 without the express written authorization of the City; and

WHEREAS, the term of the Agreement was previously extended via an executed Notice of Exercise of Option to Extend Agreement from October 28, 2022 to October 28, 2023 on the same terms and conditions provided for in the Agreement; and

WHEREAS, the services by Attorney are to include continued representation on behalf of the City in the matter of on-call legal services to assist the Development Services Department, which will result in additional costs exceeding \$50,000.00 through October 28, 2023.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Section 3.1 of the Agreement is amended to change the not to exceed amount from fifty thousand dollars (\$50,000.00) to four hundred twelve thousand five hundred dollars (\$412,500.00) through the term ending on October 28, 2023. Thereafter, the not to exceed amount shall revert to fifty thousand dollars (\$50,000.00) for each remaining future one-year extension term unless otherwise amended in writing by the Parties pursuant to the Agreement.
2. Costs that exceeded \$50,000.00 that were incurred under the Agreement but prior to this First Amendment are to be covered and compensated by this First Amendment.
3. Except as expressly provided herein, all other terms and conditions of the Legal Services Agreement shall remain in full force and effect.

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SIGNATURE PAGE

IN WITNESS WHEREOF, by executing this First Amendment where indicated below, City and Attorney agree that they have read and understood all terms and conditions of this First Amendment, that they fully agree and consent to be bound by same, and that they are freely entering into this First Amendment as of Effective Date.

CITY OF CHULA VISTA

By: _____
Jill D.S. Maland
Lounsbury Ferguson Altona & Peak
Acting City Attorney

ATTORNEY

By: _____
Kevin P. Sullivan, Partner
Gatzke Dillion & Balance LLP