

**FIRST AMENDMENT TO
AGREEMENT FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES**

This First Amendment to Agreement for Police, Fire, and Emergency Medical Services (“**Amendment**”) is made and entered into this _____ day of _____, 2023 by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called “District,” and the CITY OF CHULA VISTA, a chartered municipal corporation, hereinafter called “City.”

RECITALS

WHEREAS, District and City previously entered into that certain Agreement between San Diego Unified Port District and City of Chula Vista for Police, Fire, and Emergency Medical Services (the “**Original Agreement**”), which Original Agreement was filed in the Office of the District Clerk on March 8, 2021 as Document No. 72282; and

WHEREAS, terms capitalized in this Amendment shall have the meanings ascribed to them in the Original Agreement; and

WHEREAS, at the May 9, 2023 meeting of the Board of Port Commissioners, the Board approved a new Baseline Rate of \$1,473,214 to be effective as of July 1, 2022; and

WHEREAS, in accordance with the terms of the Original Agreement, District and City wish to amend the Original Agreement to document the new agreed upon Baseline Rate.

AGREEMENT

NOW THEREFORE, for valuable consideration, District and City agree to amend the Original Agreement as follows:

1. **Baseline Rate.** Effective as of July 1, 2022, the Baseline Rate shall equal \$1,473,214, which Baseline Rate shall be subject to future adjustments as set forth in the Original Agreement and was established utilizing the methodology set forth on Exhibit A attached hereto and incorporated herein by reference.

2. **Scope of Services.** This Amendment shall not affect the Scope of Services set forth in the Original Agreement.

3. **Reconciliation Payment.** District and City acknowledge and agree that since July 1, 2022, District has paid City a total of \$1,170,859 for the Service Year commencing on July 1, 2022 and ending on June 30, 2023 (“**FY2023**”). In light of the new Baseline Rate of \$1,473,214 for FY2023, District agrees to make a one-time true up

payment equal to \$302,355 within thirty (30) days of the date of this Amendment first set forth above. Upon making such payment, District shall be paid in full under the Original Agreement (as amended by this Amendment) for FY2023.

4. **Entire Agreement.** The Original Agreement, as amended by this Amendment, represents the entire and integrated agreement between District and City with respect to the subject matter thereof and supersedes and cancels any and all previous negotiations, representations, and agreements, whether written or oral. To the extent of a conflict between the terms of the Original Agreement and the terms of this Amendment, the terms of this Amendment shall control.

5. **Amendments.** Except as expressly amended by this Amendment, all terms, covenants, and conditions of the Original Agreement shall remain in full force and effect.

6. **Recitals.** The recitals first set forth above are hereby incorporated into the terms of this Amendment.

7. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. Any copies of original signatures or signatures delivered electronically (such as via .pdf, .tif, or other electronic files or via DocuSign or signNow) to this Amendment shall be considered and treated as if they were original signatures.

[SIGNATURE PAGE FOLLOWS]

SAN DIEGO UNIFIED PORT DISTRICT

CITY OF CHULA VISTA

By: Shaun D. Sumner
Vice President, Business Operations

By: Maria V. Kachadoorian
City Manager

Approved as to form and legality:
GENERAL COUNSEL

Attest:

By: David Jones
Deputy General Counsel

By: Kerry K. Bigelow, MMC
City Clerk

Approved as to Form:

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

EXHIBIT A

Baseline Rate Methodology

(attached)