

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

This Third Amendment to Legal Services Agreement (“Third Amendment”) is entered into this effective date of March 26, 2024 (“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, a First Amendment to the Agreement was previously executed amending section 3.1 of the Agreement to change the not to exceed amount from \$50,000 to \$412,500 for the October 28, 2022 to October 28, 2023 extension term, and thereafter reverting to \$50,000 for each remaining one year extension term unless otherwise amended in writing by the Parties; and

WHEREAS, a Second Amendment to the Agreement was previously executed in October 2023 amending section 3.1 of the Agreement to extend the agreement for an additional term running from October 29, 2023 through October 28, 2024, and to carry forward any unspent balance from the 2022-2023 term into the new term 2023-2024 term, and revert to \$50,000 for each remaining one year extension term thereafter unless otherwise amended in writing by the Parties; and

WHEREAS, the Development Services Department continues to utilize the services by Attorney at a high volume to ensure the delivery of development-related services throughout the City, most of which services are reimbursed by developer fees; and

WHEREAS, additional service costs are estimated to be incurred in the current 2023-2024 term in the amount of \$250,000 through the end of this fiscal year in June 2024.

AGREEMENT

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Section 3.1 of the Agreement is amended to read as follows:

“3.1 *Amount.* The total amount of service and costs to be paid under this Agreement from June 23, 2021 through October 27, 2022 shall not exceed \$50,000 without the express written authorization of the City prior to work or services performed. The total amount of service and costs to be paid under this Agreement for the first extension term from October 28, 2022 through October 28, 2023 shall not exceed \$412,500. The total amount of service and costs to be paid under this Agreement for the second extension term from October 29, 2023 through October 28, 2024, shall not exceed \$300,000. Thereafter, the total amount of service and costs to be paid under this Agreement for each remaining future one-year extension term shall not exceed \$50,000 unless otherwise amended in writing by the Parties pursuant to the Agreement. Notwithstanding the foregoing, should the amount paid to Attorney for services performed through any extension year be less than the not to exceed amount for that extension year, the balance between the amount paid and the not to exceed amount may, at City’s sole discretion, be carried forward to subsequent extension terms if so exercised by City.

Any amounts incurred beyond that amount that were not so approved in writing, are subject to non-payment. Attorney shall submit an initial estimated budget and a liability assessment within thirty (30) days following the receipt of initial file and assignment.

Prior to commencing services under this Agreement, Attorney shall obtain advance approval of the individual attorneys who will be performing any Required Services. Additionally, Attorney shall obtain advance approval of any changes to the individual attorneys performing any Required Services. The City shall compensate Attorney for the Required Services satisfactorily performed and approved at the following hourly rates:

Partners	\$375.00/hour
Associate Attorneys	\$295.00/hour

Travel time shall be billed at the same hourly rate. Except for reimbursable expenses as defined below, such hourly compensation shall be the sole and total remuneration for services rendered pursuant to this Agreement.”

2. Except as expressly provided herein, all other terms and conditions of the Legal Services Agreement shall remain in full force and effect.

(End of page. Next page is signature page.)

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GATZKE DILLON & BALLANCE LLP**

SIGNATURE PAGE

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

CITY OF CHULA VISTA

By: _____
Jill Maland
Lounsbery Ferguson Altona & Peak LLP
Acting City Attorney

ATTORNEY

By: _____
Kevin P. Sullivan, Partner
Gatzke Dillon & Ballance LLP