

**FIRST AMENDMENT TO
AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES BETWEEN
THE CITY OF DEL REY OAKS AND
MONTEREY PENINSULA AIRPORT DISTRICT**

This FIRST AMENDMENT TO AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF DEL REY OAKS AND MONTEREY PENINSULA AIRPORT DISTRICT (“Amendment”), is entered into and effective this 1 day of July 2020 by and between **THE CITY OF DEL REY OAKS**, a municipal corporation (“Del Rey Oaks”), and **THE MONTEREY PENINSULA AIRPORT DISTRICT**, a California Special District (“Airport”). Del Rey Oaks and the Airport are sometimes referred to herein collectively as “the Parties.”

RECITALS

- A. The Parties entered into that certain agreement entitled “Agreement to Provide Law Enforcement Services Between the City Of Del Rey Oaks and Monterey Peninsula Airport District,” dated October 1, 2018 (“Agreement”);
- B. Section 9.1 allows the Del Rey Oaks’ City Manager and the Airport’s Executive Director to amend the Agreement by mutual written agreement with respect to specific provisions of the Agreement. Section 6.1 of the Agreement is one such provision, and relates to the methodology used to establish Police Service Fee (i.e., Del Rey Oaks’ anticipated fees for services for the coming fiscal year);
- C. Section 6.1(b) of the Agreement requires Del Rey Oaks to provide the Airport the total Police Service Fee anticipated for following fiscal year, and establishes the Police Service Fee as an increase of the previous year’s Police Service Fee by 2.5%, or 50% of known costs for the fiscal coming year, whichever is greater;
- D. Due to the COVID-19 pandemic-induced recession, the Police Department budget and therefore the methodology for the Police Service Fee is anticipated to decrease significantly in Fiscal Year 2020-2021 as an emergency measure for one year only;
- E. The Police budget and therefore the Police Service Fee is anticipated to increase in Fiscal Year 2021-2022.
- F. Because the Agreement does not contemplate reductions in the anticipated Police Service Fee, the Parties wish to enter into this Amendment to allow for as much;

NOW, THEREFORE, in consideration of the mutual covenants of the Parties as contained herein, the parties agree as follows:

1. For Fiscal Year 2020-2021 only, the Police Service Fee shall be reduced by \$149,258 to \$1,003,662.00.
2. This Amendment may be executed in one or more counterparts (including electronically), each of which shall be deemed an original. Electronic signatures shall constitute a valid

and binding method of execution of this Amendment, but all of which shall constitute one agreement.

3. With the exception of the modifications and amendments to the Agreement as set forth in this Amendment, the unmodified provisions in the Agreement shall remain in full force and effect.

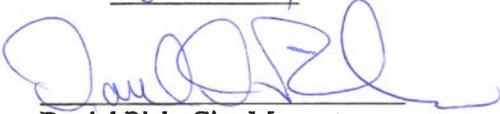
IN WITNESS WHEREOF, the parties have signed this Amendment on the date set forth above.

DEL REY OAKS:

AIRPORT:

Date: June 30, 2020

Date: _____



Danial Pick, City Manager

Chris Morello, Acting Executive Director

APPROVED AS TO FORM:

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Alex J. Lorca, City Attorney

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