

**AMENDMENT NO. 2  
TO AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
MARINE GROUP BOAT WORKS, LLC.  
for  
FULL SERVICE IMPOUNDED VESSEL SERVICES  
AGREEMENT NO. 50-2017RH**

The parties to this Amendment No. 2 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and MARINE GROUP BOAT WORKS, LLC., a California limited liability company (Service Provider).

**Recitals:**

District and Service Provider are parties to an Agreement for Full Service Impounded Vessel Services. The agreement is on file in the Office of the District Clerk as Document No. 66568 dated April 19, 2017. It is proposed to add the following term to the agreement. There will be no other modifications under this amendment.

The agreement is hereby amended as follows:

1. Section 9.1 is added to the Agreement as follows:

**9.1 INDEMNIFICATION FOR SERVICE PROVIDER**

District represents and warrants to Service Provider that all instructions provided to Service Provider pursuant to the Agreement shall comply with the requirements of the law, including without limitation, the San Diego Unified Port District Act, California Harbors & Navigations Code, San Diego Unified Port Code, San Diego Unified Port District Tariff No. 1-G, and District Ordinances. District shall not instruct Service Provider to act in contravention of the law in providing vessel services under the Agreement.

District shall, to the fullest extent permitted by law, indemnify, defend, hold harmless and protect Service Providers and its officers, employees, representatives and agents (collectively, with Service Provider, the "**Service Provider Parties**"), from and against any and all liabilities, claims, judgments, damages, proceedings, orders, directives, costs, demands, liens, obligations, causes of action, losses, and expenses (including reasonable attorneys' fees, consultants' fees and experts' fees and court costs) (collectively, "**Claims**" or individually, "**Claim**") arising from, or relating to, directly or indirectly, Service Provider performance of its obligations under the Agreement at the direction of District. It is expressly agreed that Service Provider shall have the right, at District's cost, to utilize defense counsel of Service Provider's choosing, and Service Provider's selection and use of such defense counsel shall not excuse District's

performance of its obligations to Service Provider under this Agreement. Within ten (10) calendar days after receipt of any notice of a Claim sent by Service Provider, District shall confirm receipt thereof and confirm in writing to Service Provider that District is prepared to defend the Claim and bear the costs of doing so by Service Provider's chosen counsel.

2. All other terms, covenants, and conditions in the original Agreement shall remain in full force and effect and shall be applicable to this Amendment.

**SAN DIEGO UNIFIED PORT DISTRICT**

**MARINE GROUP BOAT WORKS, LLC**

---

Marcus J. Cromartie  
Director, General Services

---

Todd Roberts  
President

Approved as to form and legality  
GENERAL COUNSEL

---

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.