

# **FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE COUNTY OF SONOMA AND THE TOWN OF WINDSOR**

This First Amendment ("Amendment"), dated as of \_\_\_\_\_, 2025, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and the Town of Windsor, a municipal corporation located within the geographic borders of the County of Sonoma, hereinafter referred to as ("Town").

## **RECITALS**

WHEREAS, County and Town entered into that certain Agreement, dated July 1, 2020, for Law Enforcement Services between County and Town; and

WHEREAS, Town desires to continue to contract with County for the performance of law enforcement functions within the Town's municipal boundaries;

WHEREAS, County is capable of rendering such services under the terms and conditions set forth in its existing Agreement with Town;

WHEREAS, County and Town desire to amend the Agreement to extend the term;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

1. The first paragraph of Section 28, Term of Agreement, is hereby deleted in its entirety and replaced with the following language:

“This Agreement shall go into effect on July 1, 2020, at 12:00A.M. and shall terminate at 11:59 P.M. on June 30, 2028, unless terminated earlier in accordance with Provision 29, Termination. Provided, however, this agreement shall not take effect unless Town and County adopt a mutually agreeable FY 2025-26 Service Plan as described in Provision 3.

2. Paragraph 5 under Section 15, Compensation for Services, is hereby deleted in its entirety and replaced with the following language:

“During the period of this Agreement, Town shall be invoiced and agrees to reimburse County for all actual costs incurred for the performance of law enforcement services under this Agreement. All direct costs incurred for services provided hereunder will be segregated and recorded within a separate section established within County's financial system. In addition to reimbursing County for all actual direct costs incurred, Town agrees to pay indirect expenses as determined by the Sheriff. Sheriff's Office staff will meet with Town staff, provide a breakdown of the indirect cost rate, and discuss factors contributing to any noteworthy increases on an annual basis. The Sheriff's Office shall provide the Town with the upcoming Fiscal Year's overhead rate by January 31<sup>st</sup> each year.”

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as

originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND TOWN HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

**TOWN OF WINDSOR:**

By: \_\_\_\_\_  
Jon Davis, Town Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Nick Walker, Finance Director

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Town Attorney

Date: \_\_\_\_\_

REVIEWED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Gregory Piccinini, Chief of Police

Date: \_\_\_\_\_

**COUNTY OF SONOMA:**

By: \_\_\_\_\_  
Chair of the Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

REVIEWED AS TO SUBSTANCE:

By: \_\_\_\_\_  
Eddie Engram, Sheriff-Coroner

Date: \_\_\_\_\_