

**FIRST AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF SONOMA AND THE CITY OF SONOMA**

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 City of Sonoma, a municipal corporation located within the geographic borders of the County of Sonoma, hereinafter referred to as ("City").

RECITALS

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

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

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

WHEREAS, County and City 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. Section 7a, Term, is hereby deleted in its entirety and replaced with the following language:

“This Agreement shall go into effect on July 1, 2020, at 12:01A.M. and shall terminate at 11:59 P.M. on June 30, 2030, unless terminated earlier in accordance with subsection (b), below. The parties have the option of extending this Agreement for successive periods not to exceed ten years each; such options must be exercised only upon the approval of the governing bodies of both parties.

Two years prior to the expiration of the Agreement, City shall notify the Sheriff, in writing, of its intent to either continue or discontinue services beyond the Agreement's expiration date.”

2. Section 5b, Allowable Indirect Costs, is hereby deleted in its entirety and replaced with the following language:

“City shall pay to County all allowable indirect costs associated with providing services under this Agreement, which shall include internal overhead associated with functions such as administration, records, dispatch, crime analysis, and payroll. Sheriff's Office staff will meet with City 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 City with the upcoming Fiscal Year's overhead rate by January 31st each year. The indirect cost rate methodology used by the Sheriff's Office to determine the indirect costs applied to the City

follow the A-87 principles of cost allocation used by the County. Such rate has been validated by the County Auditor and by an independent consultant. The City may request an independent review of the overhead rate at the City's own expense. If the County determines that a component of the indirect costs are not to be charged to another agency contracting for law enforcement services from the County, the County will review the specific situation in collaboration with the City to determine if a similar application of the indirect rate can be applied to the services being provided under this Agreement. The indirect cost rate is included in Exhibit "B", attached hereto and incorporated herein by this reference."

3. Section 5e, Revenues, is hereby deleted in its entirety and replaced with the following language:

"Each revenue stream will be determined as to the cost sharing that may occur. Below is a list of the current revenue and its cost sharing parameters.

Asset Forfeiture Funds-See Section 22 of this agreement
Grants Applied for as Sonoma Police Department – 100% City"

4. 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.

5. 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 CITY 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.

CITY OF SONOMA:

By: _____
David Guhin, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

REVIEWED AS TO SUBSTANCE:

By: _____
Brandon Cutting, 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: _____