

**FIRST AMENDMENT TO THE  
AGREEMENT FOR THE PROVISION  
OF COURT SECURITY SERVICES**

This First Amendment ("Amendment") to the Memorandum of Understanding between the County of Sonoma, subdivision the State of California (hereinafter referred to as "County") and the Sonoma County Superior Court (herein referred to as "Court") for the Provision of Court Security Services.

**RECITALS**

WHEREAS, on July 1, 2020, the County and Court entered into an Agreement for the Provision of Court Security Services; and

WHEREAS, the Sheriff and Court have been mutually satisfied with the Original Agreement and have twice exercised the option to extend the term of the Original Agreement pursuant to the Agreement's Section 1, "Term and Termination"; and

WHEREAS, THE Court will be opening a new facility with an estimated opening date of January 1, 2026. In anticipation of Agreement revisions that will be needed when the new facility is operational, parties wish to maintain the provisions of existing Agreement; and

WHEREAS, the Sheriff and Court wish to amend the Original Agreement to extend the term of the Original Agreement through June 30, 2026, with the option to extend two additional years to allow time for a new contract to be developed once the new facility is fully operational; and

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 1. Term and Termination is hereby deleted in its entirety and replace with the following language:

The term of this Agreement shall be from July 1, 2020 to June 30, 2026. The parties may extend this Agreement in writing for two (2) additional one (1) year extensions. In the event either party desires to terminate this Agreement prior to the end of its term, that party shall provide written notice to the other party at least six months prior to the proposed date of termination. This Agreement may only be terminated at the end of a fiscal year (July through June).

2. 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.

3. 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 CONSULTANT 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.

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF SONOMA**

By: \_\_\_\_\_  
Presiding Judge

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

By: \_\_\_\_\_  
Court Executive Officer

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

**COUNTY OF SONOMA**

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

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

**ATTEST**

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

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

**APPROVED AS TO FORM FOR COUNTY**

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

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

**APPROVED AS TO SUBSTANCE FOR  
COUNTY**

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

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