

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

This Amendment ("Second Amendment"), dated as of _____, 2019, 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 May 6, 2008, 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 Section 28 of the Agreement to extend the term by one year;

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, 2008 at 12:01 a.m., and terminate at 11:59 p.m. on June 30, 2020, 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 2019-20 Service Plan as described in paragraph 3."

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.

This Second 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 Second 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: 

Ken MacNab, Interim Town
Manager

Date: 5/2/19

COUNTY OF SONOMA

By: _____

Chair of the Board of Supervisors

Date: _____

ATTEST

By: _____

Clerk of the Board

Date: _____

RECOMMENDED AS TO FORM:

By: 

Town Attorney

Date: May 2, 2019

APPROVED AS TO FORM:

By: _____

Deputy County Counsel

Date: _____

REVIEWED AS TO SUBSTANCE:

By: 

Town of Windsor Chief of Police

Date: 5/2/2019

REVIEWED AS TO SUBSTANCE:

By: _____

Mark Essick, Sheriff-Coroner

Date: _____