

**AGREEMENT BETWEEN THE CITY OF SAN MARCOS, THE COUNTY OF SAN DIEGO, AND THE
SAN DIEGO SHERIFF'S OFFICE
FOR MUNICIPAL ENFORCEMENT SERVICES**

AMENDMENT #1

Effective Date: Date of last signature affixed below.

The County of San Diego ("COSD" or "County"), through the San Diego County Sheriff's Office, hereinafter called ("SHERIFF"), and City of San Marcos ("City"), enter into this amendment ("Amendment") to amend the above-referenced agreement as described here in.

Agreement Change(s):

1. Section IV.F. Vehicles, Equipment, and Supplies under this Agreement is changed to the following: COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY. COUNTY agrees to provide the standard equipment for COUNTY-owned vehicles per Attachment E. All marked vehicles (black and white) will generally be replaced at 100,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY's discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF. Subject to written approval of the SHERIFF or their designee, the CITY may purchase equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost of the equipment. Total cost shall mean a value agreed upon between the COUNTY and CITY at the time the transfer is made.

The cost of any vehicles that are purchased, leased or rented for the benefit of the CITY, shall be the CITY's responsibility. If CITY allows COUNTY to use vehicles owned by the CITY, CITY shall remain responsible for repair, maintenance, license and registration, and other costs associated with such maintenance, license and registration, and repair of the vehicle(s). The COUNTY shall consult with and obtain written approval from the CITY regarding the storage location of any CITY-owned vehicle(s). The CITY reserves the right to designate or approve the facility or site where such vehicle(s) shall be stored when not in use. The CITY shall have joint access to such vehicle(s) for inspection, maintenance, and review, upon reasonable notice and coordination with the COUNTY. The COUNTY agrees to promptly notify the CITY of any repair or servicing needs.

All other terms and conditions of the Agreement remain in effect.

IN WITNESS WHEREOF, COUNTY, SHERIFF and CITY have executed this Amendment effective as of the Effective Date set forth above. This Amendment is not valid unless signed by CITY, SHERIFF and COUNTY.

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CITY OF SAN MARCOS

By: _____
MICHELLE BENDER
City Manager

DATE: _____

SAN DIEGO SHERIFF'S OFFICE

By: _____
KELLY A. MARTINEZ
Sheriff

DATE: _____

COUNTY OF SAN DIEGO

By: _____
ANDREW POTTER
Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
MARK DAY
Sr. County Counsel

Date: _____