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amount and under the terms and conditions set forth in the resolution that is attached hereto as Attachment E and incorporated into this Agreement by reference [hereinafter called a "TVAP resolution"], and has directed that the revenue from such fee be used for the Program. CITY's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution that is attached hereto as Attachment E. In the event CITY 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fee and the Program, and 2) remains a participant in the Program thereafter, CITY's Manager, on behalf of CITY, and SHERIFF, on behalf of COUNTY, have authority to execute an amendment of this Agreement to substitute CITY's amended or new TVAP resolution for Attachment E hereto, as long as said amendment to this Agreement does not materially change any other provision of this Agreement."

2. All other provisions of the Agreement, to the extent that they are not in conflict with this FIRST AMENDMENT TO AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the FIRST AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: 12/26/2012

CITY OF YORBA LINDA

ATTEST: Marcia Brown
City Clerk

BY: Steve A. Redat
City Manager

APPROVED AS TO FORM:

BY: Todd J. [Signature]
City Attorney

DATED: 1/2/2013

COUNTY OF ORANGE

BY: [Signature]
Sheriff-Coroner

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

BY: Nicole A. [Signature]
Deputy

DATED: 11/6/12