

**SECOND AMENDMENT TO AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “City,” and MORENO VALLEY MALL HOLDING, LLC, hereinafter referred to as “Moreno Valley Mall Holding.” This Second Amendment to Agreement is made and entered into effective April 16, 2019.

RECITALS:

Whereas, the City and Towngate Regional Mall Company entered into an Agreement entitled “AGREEMENT FOR LAW ENFORCEMENT SERVICES,” hereinafter referred to as “Agreement,” dated October 14, 1992.

Whereas, the City is providing law enforcement services to the Towngate Mall pursuant to the Agreement.

Whereas, Moreno Valley Mall Holding is the current owner of Towngate Mall and is the successor in interest to the Agreement.

Whereas, it is desirable to amend the Agreement to amend the law enforcement services deployment schedule as is more particularly described in Section 1 of this Second Amendment. A copy of the amended deployment schedule is attached as “Exhibit A – Second Amendment” and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Moreno Valley Mall Holding is the successor in interest to Towngate Regional Mall Company for the Law Enforcement Services Agreement.

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1.2 Notwithstanding anything to the contrary set forth in the Agreement, Section 2(g)(ii), Section 5 of the Agreement and the First Amendment to the agreement are hereby amended to revise the Service Levels as provided in Exhibit A – Second Amendment.

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement and the First and Second Amendment shall remain in full force and effect. To the extent of a conflict between the terms of the First and Second Amendment and the Agreement, the terms of the Amendments shall control.

2.2 Notwithstanding anything set forth in this Amendment to the contrary, or the mere existence of this Amendment, both parties reserve all rights, claims and defenses related to the Agreement and the First Amendment that existed prior to this Second Amendment, including, without limitation the right to challenge the validity, legality and enforceability of the Agreement and the First and Second Amendments, and does not waive any such rights, claims or defenses by entering into this Second Amendment.

SIGNATURE PAGE TO FOLLOW

SECOND AMENDMENT TO AGREEMENT FOR LAW ENFORCEMENT SERVICES

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Moreno Valley Mall Holding, LLC

By: _____
City Manager, Thomas DeSantis

By: _____

Date: _____

Title: _____
(Owner or Partner)

Date: _____

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

City Attorney

Date

APPROVED AS TO LEGAL FORM:

Department Head
(if contract exceeds \$15,000)

Date

By: _____

Title: _____
(Corporate Secretary)

Date: _____

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EXHIBIT A – SECOND AMENDMENT

Day of the Week	Hours
Wednesday	1:45 pm - 12:00 am (10.25 hours)
Thursday	1:45 pm - 12:00 am (10.25 hours)
Friday	1:45 pm - 12:00 am (10.25 hours)
Saturday	1:45 pm - 12:00 am (10.25 hours)
	Total of 41 hours weekly

Total Hours - Year
2132