

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5935**

**THIS FIRST AMENDMENT** to that Agreement for Services #5935 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and County of Modoc, a political subdivision of the State of California, whose principal place of business is 204 S Court St, Alturas CA 96101 (hereinafter referred to as "Placing County");

**R E C I T A L S**

**WHEREAS**, El Dorado has established Juvenile Detention Facilities designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detained in accordance with the provisions of the California Welfare and Institutions Code, in accordance with Agreement for Services #5935, dated October 12, 2021, incorporated herein and made reference a part hereof;

**WHEREAS**, the parties hereto have mutually agreed to increase the non-reserved, per day, per youth rate to \$350.00; the per day, per youth ordered to Juvenile Detention Facility Commitment Programming rate to \$400.00; the per day, per youth ordered to the Juvenile Detention Facility Secure Track Program rate to \$475.00; and define rates for youth held less than twenty-four (24) hours; of said Agreement, hereby amending **Article III, Scope of Services**;

**WHEREAS**, the parties hereto have mutually agreed to revise the self-insured amount for both County and Placing County to the correct amount of \$1,000,000 each, hereby amending **Article XI, Insurance**; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Placing County mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE III – Compensation for Services:**

For services provided herein, for the period beginning with the effective date of this amendment and continuing through the remaining term of the Agreement, Placing County agrees to pay El Dorado the sum of Three Hundred Fifty Dollars (\$350.00) per calendar day, for each youth placed within the Juvenile Detention Facility in a non-reserved bed; the sum of Four Hundred Dollars (\$400.00) per calendar day, for each youth ordered to be placed within Commitment Programming; or the sum of Four Hundred Seventy-Five Dollars (\$475.00) per calendar day, for each youth ordered to be placed within the Secure Track Program.

Youth held for twelve (12) hours or less shall be charged one-half (1/2) the respective daily rate; youth held over twelve (12) but up to twenty-four (24) hours shall be charged the respective full daily rate.

Placing County shall pay monthly in arrears and within thirty (30) days following the Placing County's receipt and approval of itemized invoice(s) identifying services rendered.

Placing County agrees to pay or reimburse El Dorado or other rendering the following services to any youth detained by the Placing County in addition to the daily contractual amount:

Costs of any hospital, medical, dental, and/or surgical care/treatment of any youth outside of those provided by El Dorado as long as they are authorized by the Chief Probation Officer, or their designee, of the Placing County. Or, in the case of an emergency, by the Superintendent of the El Dorado Juvenile Detention Facility(ies); and

Costs of transportation and maintenance between the Placing County and El Dorado Juvenile Detention Facilities.

II. **ARTICLE XI, Insurance**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XI**

**Insurance:** Modoc County is self-insured up to \$1,000,000 and beyond that amount is covered up to \$25 million under Modoc County's participation in the CSAC Excess Insurance Authority.

El Dorado County is self-insured up to \$1,000,000 and beyond that amount is covered up to \$25 million under El Dorado's participation in the CSAC Excess Insurance Authority.

Except as herein amended, all other parts and sections of Agreement for Services #5935 shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5935 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas  
Board of Supervisors  
"County"

Dated: 2-7-23

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kuffner  
Deputy Clerk

Dated: 2-7-23

-- PLACING COUNTY --

By: Iseu Byrne  
Chair  
Board of Supervisors  
"County of Modoc"

Dated: 4-26-2022

ATTEST:  
Clerk of the Board of Supervisors  
County of Modoc

By: \_\_\_\_\_


Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed the amendment to Contract # 21-107 between Modoc County and El Dorado County on the date and year set forth below:

\_\_\_\_\_  
Geri Byrne, Chair  
Modoc County Board of Supervisors

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Margaret Long, County Counsel

4-26-2022  
Date

**ATTEST:**

  
\_\_\_\_\_  
Tiffany Martinez, Clerk of the Board

4-27-2022  
Date