

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #5849/601-S1211

THIS SECOND AMENDMENT to that Agreement for Services #5849 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 Amador, a political subdivision of the State of California; whose principal place of business is 675 New York Ranch Road, Jackson CA 95672 (hereinafter referred to as "Placing County");

RECITALS

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 #5849/601-S1211, dated June 25, 2013, and Amendment I, dated October 27, 2015, incorporated herein and made reference a part hereof;

WHEREAS, the parties hereto have mutually agreed to amend the Whereas Clauses Two and Three, Scope of Services, and Compensation for Services of said Agreement to change all instances of the word "ward" to "youth," as youth is the appropriate term to utilize pursuant to regulation and law, hereby amending **Whereas Clause Two; Whereas Clause Three; Article I, Scope of Services; and Article III, Compensation for Services;**

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 the 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 additionally amending **Article III, Scope of Services;** 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 Second Amendment to Agreement on the following terms and conditions:

I. WHEREAS CLAUSE Two of the Agreement is amended in its entirety to read as follows:

WHEREAS, Placing County desires to place a youth in El Dorado's facility to the extent that such accommodation may exist; and

II. WHEREAS CLAUSE Three of the Agreement is amended in its entirety to read as follows:

WHEREAS, it is the intent of the parties hereto that the placement of said youth conforms with all applicable federal, state and local laws; and

III. ARTICLE I, Scope of Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE I – Scope of Services:

The Placing County shall have the right to place juveniles in the Juvenile Facilities of El Dorado on a space available basis, subject to acceptance of El Dorado and adherence to the terms and conditions set forth herein. The El Dorado County Juvenile Detention Superintendent, or designee, reserves the right to approve youth for acceptance into the facility, and may remove and/or terminate the bed space of a problem youth upon 72 hour notice to Placing County.

Placing County shall provide for the transportation of said juvenile(s) to and from the El Dorado Juvenile Detention Facility(ies). Placing County shall provide all documentation and information deemed necessary at time of booking.

The Placing County must bring any medication, if so prescribed, with the youth or the medication may be provided by the parent(s) or guardian(s) of the youth.

IV. 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.

Except as herein amended, all other parts and sections of Agreement for Services #5849 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #5849 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- COUNTY OF AMADOR --

By: _____
RICHARD FORSTER
Chairman, Board of Supervisors

Dated: _____

APPROVED AS TO FORM:
GREGORY GILLOTT, AMADOR
COUNTY COUNSEL

ATTEST:
JENNIFER BURNS, CLERK OF THE
BOARD OF SUPERVISORS

BY: _____

BY: _____