

BAR-O-BOYS RANCH PLACEMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF DEL NORTE (hereinafter "DEL NORTE") and the COUNTY OF EL DORADO (hereinafter "COUNTY"), both legal subdivisions of the State of California, for placement at Bar-O Boys Ranch.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

FACTUAL BACKGROUND

WHEREAS, DEL NORTE operates and maintains Bar-O Boys Ranch (RANCH), a boys juvenile facility, pursuant to Article 24 of Chapter 2 of Part 1 of Division 2 of the Welfare and Institutions Code of the State of California; and said facility has accommodations in excess of DEL NORTE'S needs and is available for use by COUNTY for placement of juveniles who are court-ordered wards (hereinafter "WARDS"); and

WHEREAS, COUNTY is desirous of using said facility for housing its WARDS; and

WHEREAS, COUNTY is desirous of insuring availability of placement for ZERO (0) WARDS in said facility;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

OPERATIVE PROVISIONS

1. COUNTY, in consideration of DEL NORTE providing placement for WARDS at RANCH, agrees to pay DEL NORTE the sum of \$3,350.00 per month, per WARD, for said placement. If WARD resides at RANCH less than a complete thirty (30) day period, said amount shall be pro-rated for each twenty-four (24) hour period WARD resides at RANCH. COUNTY shall pay the first monthly payment to DEL NORTE within thirty (30) days of WARD'S first day at

RANCH. Thereafter, said monthly payments shall be due and payable within thirty (30) days of the end of each month.

2. The payment provided above shall cover all costs with respect to the care and maintenance of WARDS except the following:

- (a) Costs of any hospital, medical or surgical care and treatment;
- (b) Costs of any dental care;
- (c) Costs of transportation and maintenance to and from RANCH.

The cost of items a, b, and c, will be in addition to the other charges herein above mentioned and will be paid by COUNTY at DEL NORTE'S cost.

3. COUNTY, in consideration of DEL NORTE reserving placement for ZERO (0) WARD(S) at RANCH, agrees to pay DEL NORTE the sum of \$3,150.00 per month, for said reserved placement(s). COUNTY'S monthly payments shall be due and payable in advance, no later than the first day of each month.

4. WARDS committed to RANCH will be committed by Juvenile Court order, and RANCH will assume custody of said WARD(S) when delivered to an authorized RANCH employee.

5. COUNTY acknowledges that RANCH houses WARDS who have been determined to be delinquent and that DEL NORTE cannot guarantee the safety of WARDS. COUNTY acknowledges this risk and agrees to indemnify, defend and save harmless DEL NORTE, its officers, agents, and employees, from all claims and losses whatsoever, including attorney's fees, occurring or resulting to any and all persons, and from any and all claims and losses resulting to any person, firm or corporation for damages, injury, or death directly arising out of, or connected with DEL NORTE'S performance of this Agreement. To the extent that the claims and losses are the result of the negligence or willful misconduct of DEL NORTE, its officers, agents and employees, DEL NORTE agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any claims and losses, including attorney's fees, occurring

or resulting to any and all persons, including but not limited to, injuries to or death of COUNTY's ward(s), and from any and all claims, losses, errors or omissions resulting to any person, firm or corporation for damages, or injury or death directly arising out of or connected with DEL NORTE's operation of the detention facility with regard to COUNTY's ward(s).

6. The term of this Agreement will begin on July 1, 2008, and will terminate on June 30, 2009. On July 1st of each year, the term shall automatically renew for an additional year, up to a maximum of two additional years, unless terminated by either party in writing.

7. DEL NORTE will review rates for placement and placement reservation on an annual basis at least sixty (60) days before the end of each fiscal year. The parties shall execute an amendment to this Agreement reflecting any increased rates, such amendment to become effective on July 1st of the ensuing fiscal year.

8. DEL NORTE reserves the right to terminate the placement of any WARD at any time if DEL NORTE determines WARD is unfit for the RANCH program.

9. Any party may terminate this Agreement upon a thirty (30) day written notice to the other party.

10. COUNTY may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

11. A waiver by either party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

12. This Agreement constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the

parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

13. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

14. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

15. No modification or waiver of any provisions of this Agreement shall be effective unless such waiver or modification is in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

16. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

17. If any term, covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Del Norte, State of California.

19. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

20. Time is of the essence of in this Agreement and each covenant and term and condition herein.

21. COUNTY signatories warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and that all formal requirements necessary or required

by any state and/or federal law in order to enter into this Agreement have been fully complied with.

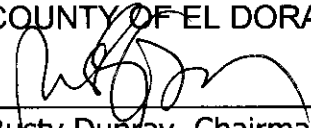
22. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party to be served as follows:

If to DEL NORTE: Bar-O Boys Ranch
Attention: Mr. Alan F. Smith
15005 Highway 199
Gasquet, California 95543
Phone: (707) 457-3582 Fax: (707) 457-3061
E-mail: asmith@co.del-norte.ca.us

If to COUNTY: Joseph S. Warchol II, Chief Probation Officer
Name
3974 Durock Road, Suite 205.....
Address
Shingle Springs, CA 95682
City/State Zip Code
(530) 621-5958.....
Area Code Phone Number

23. DEL NORTE agrees to notify the COUNTY at the above-listed telephone number if WARD leaves the grounds of RANCH in an unauthorized departure situation or becomes seriously ill or injured within twenty-four (24) hours following the incident.

IN WITNESS WHEREOF, COUNTY and DEL NORTE have executed this Agreement, this 10th day of June, 2008.

COUNTY OF EL DORADO


Rusty Dupray, Chairman
El Dorado County Board of Supervisors

ATTEST: Cindy Keck, Clerk to the
Board of Supervisors

Marcie MacLeland

By: Deputy Clerk, Board of
Supervisors, County of El Dorado,
State of California

APPROVED AS TO FORM:

[Signature]
County of El Dorado County Counsel

COUNTY OF DEL NORTE

[Signature]
David Finigan, Chairman
Board of Supervisors

ATTEST:

[Signature]
, Clerk to the Board of
Supervisors, County of Del Norte,
State of California

Date: August 12, 2008

I hereby certify that according to the
provisions of Government Code
Section 25103, delivery of this
document has been made.

Clerk of the Board

By: [Signature]

APPROVED AS TO FORM:

[Signature]
Dohn Henion, County Counsel