

# **AGREEMENT FOR SERVICES**

*#433-PHD0405*

*with*

## **NEW MORNING YOUTH AND FAMILY SERVICES**

*regarding*

## **HIGH RISK YOUTH SHELTER SERVICES**

### **Amendment II**

**THIS AMENDMENT to the AGREEMENT** 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 New Morning Youth & Family Services, Inc., a California Non Profit Public Benefit Corporation, qualified as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667 (hereinafter referred to as "Contractor");

### **W I T N E S S E T H**

**WHEREAS**, County desires to continue assisting in the operation of a youth facility, which provides temporary housing for homeless and/or at risk youth who might otherwise remain on the streets; and

**WHEREAS**, Contractor desires to continue providing to the County those services necessary to operate a 6-bed, 24-hour, 7-day per week shelter in El Dorado County providing temporary housing for homeless and/or at risk youth who might otherwise remain on the streets; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE II Term** shall be amended to read as follows:

This Agreement shall become effective July 1, 2005 through ~~June 30, 2007~~ June 30, 2008 unless earlier terminated pursuant to provisions of ~~Article V~~ Article IX herein.

**ARTICLE III Compensation for Services** shall be amended to read as follows:

**A. Payment by County:** For services provided herein, County agrees to pay Contractor \$45,000.00 annually, in single lump sums, upon receipt of appropriate invoices following full execution of this Agreement, excluding any extension thereof. Payment shall not exceed ~~\$90,000~~ \$135,000.00 for the entire term of the Agreement. Contractor shall provide a quarterly report within 15 days of the end of each quarter (quarters end in September, December, March and June) of the fiscal year. Such report shall include, but not be limited to, the total number of persons requesting services of the Contractor, the number of persons served by the Contractor by each type of service provided, and the source of referrals for services received. All reports are subject to audit by County at the end of the term of this Agreement.

In the sole discretion of the County, County may extend the contract under the terms and conditions set forth herein, from ~~July 1, 2007~~ July 1, 2008 through ~~September 30, 2007~~ September 30, 2008 for compensation in an amount not to exceed one-fourth of the annual contract maximum (\$11,250.00), or the percentage dictated by the El Dorado County Board of Supervisors for the next fiscal year's budget, whichever is less. This extension is dependent on the Board of Supervisors' adoption of a proposed budget that includes funding for these services per Article XI, Fiscal Considerations, below, and is intended to provide a continuity of service while the County budget process is being completed.

Notwithstanding the provisions under this Article, no payment shall be made to Contractor until the County Auditor/Controller, or his or her designee, ascertains that Contractor maintains financial records consistent with Article IV, herein.

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The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this amended Agreement remains subject to early termination by County as set forth in the original document.

**CONTRACTOR**

By: \_\_\_\_\_  
David Ashby, Executive Director  
New Morning Youth & Family Services, Inc.  
A California 501c(3) corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, CFO  
XXX Corp.

Date: \_\_\_\_\_

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Helen K. Baumann, Chair  
El Dorado County Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**  
**Cindy Keck, Clerk**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Deputy Clerk**