

ORIGINAL

FIRST AMENDMENT TO AGREEMENT FOR BAR-O-BOYS RANCH PLACEMENT

This First Amendment to Agreement for **Bar-O-Boys Ranch Placement Agreement** (Del Norte County Agreement No. 2008-182) is entered into by and between the County of Del Norte, a legal subdivision of the State of California ("DEL NORTE"), and

COUNTY OF EL DORADO ("COUNTY")

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 to amend their agreement as follows effective July 1, 2009 as follows:

1. As of the effective date of this First Amendment, Section 1 of the original Agreement is modified to read in its entirety as follows:

COUNTY, in consideration of DEL NORTE providing placement for WARDS at RANCH, agrees to pay DEL NORTE the sum of \$3,500 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 following new paragraph is added to the original Agreement:

EFFECT AND CONSTRUCTION OF AGREEMENT AS AMENDED.

Except as expressly provided herein, the Agreement previously executed shall remain in full force and effect in accordance with their respective terms, and this Amendment shall not be construed to: (1) waive or impair any rights, power or remedies of parties under the Agreement (2) constitute an agreement requiring any further modification the terms of the Agreement or extend the term of the Agreement or the time for payment of any of the obligations; (3) make any extensions; or (4) constitute a novation or satisfaction. In the event of any inconsistency between the terms of this Amendment, this Amendment shall govern. The parties acknowledge that it has consulted with counsel and with such other experts and advisors as it has deemed necessary in connection with the negotiation, execution and delivery of this Amendment. This Amendment shall be construed without regard to any presumption or rule

requiring that it be construed against the party causing this Amendment or any part hereof to be drafted.

All other terms, covenants and conditions of the Agreement between DEL NORTE and COUNTY shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on _____, 2009 In Crescent City, California and venue over any litigation relating to the Agreement and its amendment shall be located in Del Norte County.

COUNTY OF DEL NORTE

COUNTY

GERRY HEMMINGSEN, Chair
Del Norte County Board of Supervisors

_____, Chair
El Dorado County Board of Supervisors

ATTEST:

ATTEST:

JEREMI RUIZ
Clerk of the Board

SUZANNE ALLEN DE SANCHEZ,
Clerk of the Board

APPROVED AS TO FORM:

DOHN HENION, County Counsel
County of Del Norte