

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND THE COUNTY OF TRINITY FOR
PLACEMENT OF JUVENILE COURT WARDS AT SHASTA COUNTY JUVENILE
REHABILITATION FACILITY**

This First Amendment is entered into between the County of Shasta ("Shasta County"), a political subdivision of the State of California, and the County of Trinity ("Placing County") (collectively, the "Parties" and individually a "Party").

RECITALS

WHEREAS, Parties have previously entered into an agreement on September 30, 2016 to provide for the purpose of allowing Placing County to place wards of the juvenile court in Shasta County's Juvenile Rehabilitation Facility on a space-available basis ("Agreement"); and

WHEREAS, Parties desire to amend the Agreement to increase the maximum compensation payable to Shasta County by \$200,000 to a new maximum compensation of \$300,000 and confirm the initial term dates;

NOW, THEREFORE, the Agreement is amended as follows:

- I. Section 4. Compensation. of the Agreement is amended in its entirety as of the effective date of the Agreement to read as follows:

Section 4. COMPENSATION.

Placing County shall pay to Shasta County a maximum of \$300,000 for all reasonable and necessary costs in accordance with applicable circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$300,000.

- II. Section 6. Term of Agreement of the Agreement is amended in its entirety as of the effective date of the Agreement to read as follows:

Section 6. TERM OF AGREEMENT.

The initial term of this agreement shall be from September 30, 2016 through September 30, 2017. The term of this agreement shall automatically renew for two additional one-year terms at the end of the initial term, under the same terms and conditions unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or then current term.

III. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IV. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Placing County.

IV. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective September 30, 2016.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the party on whose behalf his/her execution is made.

COUNTY OF SHASTA

_____, Chairman Date
LEE BAUGH
Board of Supervisors
County of Shasta
State of California

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

_____, Date
By: David M. Yorton, Jr.
Senior Deputy County Counsel

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

COUNTY OF TRINITY

_____, Date
By: John Fenley
Chairman
Board of Supervisors
County of Trinity
State of California

CONSENT:
STATE PUBLIC WORKS BOARD
OF THE STATE OF CALIFORNIA

By: _____
Deputy Director Date

CONSENT:
DEPARTMENT OF CORRECTIONS
AND REHABILITATION

By: _____
Deputy Director Date
Facility Planning, Construction, and Management