

THIRD AMENDMENT TO CONTRACT BETWEEN NEVADA COUNTY AND PLACER COUNTY

THIS THIRD AMENDMENT is executed by and between the County of Placer and County of Nevada. Said Amendment will amend the prior agreement between the parties entitled **Agreement for Booking and Jail Services** executed on June 13, 2017 by Nevada County Resolution Number 17-253, amended on June 26, 2018 by Nevada County Resolution 18-298 and again on August 13, 2019 by Nevada County Resolution 19-441.

This amendment shall extend the term of the Agreement for Booking and Jail Services to July 1, 2020 through June 30, 2021, with the option to renew annually based on mutual written agreement by June 1st of each year; and

The parties agree to amend selected sections as follows:

2. Term and Termination

This amendment extends the Agreement to July 1, 2020 through June 30, 2021, provided however, that the term may be renewed under the same terms and conditions upon notice of either party of its intent to renew, which notice shall be in writing and shall be delivered no later than June 1st of any year. Either party shall be entitled to terminate the Agreement at any time without cause by giving the other party ninety (90) days advance written notice of the same. The County of Nevada shall be entitled to terminate the Agreement at any time if the County of Placer is more than sixty (60) days delinquent in making any payments hereunder to the County of Nevada.

4. Compensation

The County of Placer agrees to pay the County of Nevada the sum of \$473,796 for the contract year July 1, 2020 to June 30, 2021. The County of Placer shall continue to pay the County of Nevada on a quarterly basis the sum due herein in equal installments of \$118,449 on September 1, December 1, March 1, and June 1 during the contract period. In the event this Agreement is renewed, on or before June 1st of each year, the Placer County Sheriff and the Nevada County Sheriff shall agree on the amount of compensation set forth in Exhibit A. The annual increase over the previous year is not to exceed 3%, unless otherwise mutually agreed upon in writing. The compensation provided shall be the full compensation for all services provided pursuant to this agreement. No other fees, including booking fees, shall be imposed for such services.

In all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated:

COUNTY OF NEVADA

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

Nevada County Sheriff

Date

APPROVED AS TO FORM:

County Counsel, County of Nevada

Date

COUNTY OF PLACER

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

Placer County Sheriff-Coroner-Marshal

Date

APPROVED AS TO FORM:

County Counsel, County of Placer

Date