

**FIFTH AMENDMENT TO CONTRACT BETWEEN NEVADA COUNTY AND PLACER COUNTY**

**THIS FIFTH 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.

The parties agree to amend selected sections as follows:

**2. Term and Termination**

This amendment extends the Agreement to July 1, 2022 through June 30, 2023, 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 1<sup>st</sup> 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 \$502,648 for the contract year July 1, 2022 to June 30, 2023. The County of Placer shall continue to pay the County of Nevada on a quarterly basis the sum due herein in equal installments of \$125,662 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 1<sup>st</sup> 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

**COUNTY OF NEVADA (continued)**

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