

**FOURTH AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 29228**

THIS FOURTH AMENDMENT ("Amendment") to Tulare County Agreement Number 29228 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **CITY of VISALIA** ("CITY") as of July 1, 2023, with reference to the following:

- A. The COUNTY and CITY entered into the Agreement No. 29228 **effective from July 1, 2019, through June 30, 2020**, to obtain the services of a probation officer employed by the COUNTY for the Non-Custody Intake Program;
- B. COUNTY and CITY entered into the First Amendment to extend the term one additional year, effective from July 1, 2020, through June 30, 2021;
- C. COUNTY and CITY entered into the Second Amendment to extend the term one additional year and update the cost, effective from July 1, 2021, through June 30, 2022;
- D. COUNTY and CITY entered into the Third Amendment to extend the term one additional year and update the cost, effective from July 1, 2022 through June 30, 2023;
- E. COUNTY and CITY now wish to amend the Agreement in order to extend the term one additional year effective from July 1, 2023 through June 30, 2024 for a total amount not to exceed \$50,875.

ACCORDINGLY, COUNTY and CITY agree as follows:

- 1. **Section 1** of the Agreement, entitled "TERM", is hereby revised to read as follows:
 - 1. **TERM:** This Agreement becomes effective as of **July 1, 2019**, and expires at 11:59 PM on **June 30, 2024**, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. This Fourth Amendment to Tulare County Agreement Number 29228 becomes effective as of **July 1, 2023**.
- 3. Exhibit B (Payment for Services) of the Agreement is hereby replaced and superseded with the attached Exhibit B to reflect the changes described in Section E. above.
- 4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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TULARE COUNTY AGREEMENT NO. 29228-D

FOURTH AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 29228

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF VISALIA

Date 3/29/23

By [Signature]
Print Name Daron Enume
Title Chief of Police

Date 3-31-23

By [Signature]
Print Name Leslie B. Laoglia
Title City Manager

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date May 2, 2023

By [Signature]
Chair, Board of Supervisors

DENNIS TOWNSEND

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By [Signature]
Deputy Clerk



EXHIBIT B

PAYMENT FOR SERVICES

The CITY agrees to reimburse the COUNTY fifty percent (50%) of all costs of the full-time Probation Officer's salary, benefits, communication, and transportation costs, including Workers' Compensation insurance and retirement contributions, and the COUNTY shall be responsible for the balance of said costs. The COUNTY will bill the CITY at the end of each quarter for the costs and expenses incurred during the quarter, and the CITY shall pay the invoice within thirty (30) days of receipt. The total amount of this agreement will not exceed \$50,875 for Fiscal Year 2023-24. All billings shall be directed to the Visalia Chief of Police.

First Quarter	July 1 to September 30
Second Quarter	October 1 to December 30
Third Quarter	January 1 to March 30
Four Quarter	April 1 to June 30