

**SECOND AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 27769**

THIS SECOND AMENDMENT ("Amendment") to Tulare County Agreement Number 27769 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **CITY OF DINUBA** ("CITY") as of _____, with reference to the following:

- A. The COUNTY and CITY entered into the Agreement on **July 19, 2016**, to obtain the services of a probation officer employed by the COUNTY for its Non-Custody Intake Program;
- B. COUNTY and CITY have previously entered into an amendment to the Agreement on **July 1, 2017** to extend the term one additional year and;
- C. COUNTY and CITY now wish to amend the Agreement in order to extend the term one additional year.

ACCORDINGLY, COUNTY and CITY agree as follows:

1. **Section III. SPECIFIC TERMS** of the Agreement is hereby revised to read as follows:

- 1. **TERM:** This Agreement shall become effective as of **July 1, 2016** and shall expire at 11:59 PM on **June 30, 2019**, unless otherwise terminated as provided in this Agreement.

2. **Section IV. GENERAL TERMS** of the Agreement is hereby revised to read as follows:

- 10. **INSURANCE:** COUNTY shall provide to the CITY evidence of Professional Liability coverage for Probation Officers(s) while Officer(s) is (are) performing services for the CITY in an amount of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate. COUNTY shall also provide evidence of General Liability in an amount of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate, Workers' Compensation (Statutory Limits) and Employer's Liability Insurance with limits of at least \$1,000,000. In addition, CITY shall provide to COUNTY proof of comprehensive general liability in an amount of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate and workers' compensation covering their officers, agents, officials, employees and volunteers. Proof of insurance may be provided through a certificate of self-insurance.

3. This **Second** Amendment becomes effective as of **July 1, 2018**.

4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF DINUBA

Date 3/28/2018

By [Signature]

Print Name Luis Petlan

Title City Manager

Date 3-29-18

By [Signature]

Print Name DEVON POPOVECH

Title CHIEF OF POLICE

[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 _____

By _____
Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form:
County Counsel

By _____
Deputy

Matter # _____