

**FIFTH AMENDMENT TO  
BOARD OF STATE AND COMMUNITY CORRECTIONS  
AB 900 II CONSTRUCTION AGREEMENT  
FOR TULARE COUNTY**

This Fifth Amendment (“**Amendment**”) to the March 22, 2016 Board of State and Community Corrections Jail Construction Agreement (“**Agreement**”) is entered into as of February 28, 2020 (“**Amendment Effective Date**”), by and between the Board of State and Community Corrections (“**BSCC**”), an agency of the government of the State of California (“**State**”), and Tulare County (“**Participating County**”). BSCC and Participating County shall be referred to collectively herein as “**Parties,**” and individually as a “**Party.**”

**RECITALS**

WHEREAS, the Parties entered into that certain Board of State and Community Corrections Jail Construction Agreement dated March 26, 2016 (“**Agreement**”).

WHEREAS, the Parties entered into the First Amendment Board of State and Community Corrections Jail Construction Agreement dated August 23, 2016 (“**First Amendment**”).

WHEREAS, the Parties entered into the Second Amendment Board of State and Community Corrections Jail Construction Agreement dated March 21, 2017 (“**Second Amendment**”).

WHEREAS, the Parties entered into the Third Amendment Board of State and Community Corrections Jail Construction Agreement dated January 31, 2019 (“**Third Amendment**”).

WHEREAS, the Parties entered into the Fourth Amendment Board of State and Community Corrections Jail Construction Agreement dated June 20, 2019 (“**Fourth Amendment**”).

WHEREAS, the Parties desire to amend the Agreement as set forth herein.

WHEREAS, Article 2 of the Agreement provides that any amendment to the Agreement shall be binding on (i) the State only if signed by the Agency Representative, and (ii) the Participating County only if signed or certified in form reasonably acceptable to BSCC by the Participating County Construction Administrator.

NOW, THEREFORE, by the signatures of their authorized representatives below, the Parties agree as follows:

**SECTION 1. AMENDMENTS TO AGREEMENT**

Replace Exhibit B, Section 2, Project Timetable, as follows:

- |   |                   |
|---|-------------------|
| 1. Establish Scope, Costs, Schedules (SPWB Action Item)                 | July 12, 2013     |
| 2. Preliminary Plan Approval (SPWB Action Item)                         | March 13, 2015    |
| 3. Working Drawings & Proceed to Bid Approval (DOF Action Item)         | February 8, 2016  |
| 4. Advertise for Bids (start of bidding process)                        | February 11, 2016 |
| 5. Bids Due to County   | March 24, 2016    |
| 6. Bid Tab due to CDCR  | April 8, 2016     |
| 7. Construction Contract Award by County (Board of Supervisors meeting) | April 12, 2016    |

**EXECUTION COPY**

- |   |                    |
|---|--------------------|
| 8. Contract Award Approved by Department of Finance | June 1, 2016       |
| 9. Notice to Proceed                                | June 2, 2016       |
| 10. Construction Completion                         | June 28, 2019      |
| 11. Occupancy                                       | September 12, 2019 |
| 12. Retention Release Complete                      | December 31, 2020  |

Replace Exhibit B, Section 5, Budget Classification Schedules, as follows:

	LINE ITEM	STATE FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1.	<b>Construction</b>	\$48,553,938	\$4,818,694		\$53,372,632
2.	<b>Additional Eligible Costs</b>	\$2,221,188	\$1,028,953		\$3,250,141
3.	<b>Architectural</b>	\$5,375,379	\$230,884		\$5,606,263
4.	<b>Project/Construction Management</b>	\$3,849,495	\$373,803		\$4,223,298
5.	<b>CEQA</b>		\$127,988		\$127,988
6.	<b>Audit</b>			\$10,510	\$10,510
7.	<b>State Agency Fees</b>			\$0	\$0
8.	<b>Needs Assessment</b>			\$132,854	\$132,854
9.	<b>County Administration</b>			\$1,194,747	\$1,194,747
10.	<b>Transition Planning</b>			\$309,498	\$309,498
11.	<b>Real Estate Due Diligence</b>			\$16,258	\$16,258
	<b>TOTAL ELIGIBLE PROJECT COST</b>	\$60,000,000	\$6,580,322	\$1,663,867	\$68,244,189
	<b>PERCENT OF TOTAL</b>	87.92%	9.64%	2.44%	100.00%

**SECTION 2. AUTHORITY**

Each Party represents to the other Party that this Amendment has been executed in compliance with the requirements of Article 2 of the Agreement.

**SECTION 3. GENERAL PROVISIONS**

Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Agreement. In the event of a conflict between any provision of the Agreement and a provision of this Amendment, the provision of this Amendment shall control. Except as otherwise amended by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument.

**[SIGNATURES TO IMMEDIATELY FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have executed this Amendment, as of the Amendment Effective Date.

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

By: \_\_\_\_\_  
Signature of Executive Officer or Designee

Name and Title: Kathleen T. Howard, Executive Officer

Date: \_\_\_\_\_

**“PARTICIPATING COUNTY”**

County of Tulare:

By: \_\_\_\_\_  
Signature

Name and Title: Peter Vander Poel, Chairman, Tulare County Board of Supervisors

Date: \_\_\_\_\_