

**FOURTH AMENDMENT**  
**(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

This Fourth Amendment to Agreement No. 22-135 (“Fourth Amendment”) is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Willow Glen Care Center (“Contractor”), jointly referred to as the “Parties” herein.

**WHEREAS**, on or about June 28, 2022, the Parties entered into Agreement No. 22-135 (“Agreement”); and

**WHEREAS**, on or about July 25, 2023, the Parties amended the Agreement via the First Amendment; and

**WHEREAS**, on or about March 26, 2024, the Parties further amended the Agreement via the Second Amendment; and

**WHEREAS**, on or about June 4, 2024, the Parties further amended the Agreement via the Third Amendment; and

**WHEREAS**, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph III.B.1.** to add funding in the amount of \$8,579.36 for Fiscal Year (FY) 2023-24 for a new contract maximum of \$4,452,163.36; and
2. Revise **Paragraph III.B.2.** to update the lifetime maximum; and
3. Revise **Section IV.** to rename the section and update language; and
4. Revise **Paragraph III.1. of Exhibit F** to update County Risk Manager contact.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **Paragraph III.B.1.** to the Agreement is hereby amended to read as follows:

**B.1.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2025**, shall be no greater than **FOUR MILLION FOUR HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS AND THIRTY-SIX CENTS (\$4,452,163.36)** specified as follows:

<b>Fiscal Year 2022-23</b> July 1, 2022 through June 30, 2023	<b>Fiscal Year 2023-24</b> July 1, 2023 through June 30, 2024	<b>Fiscal Year 2024-25</b> July 1, 2024 through June 30, 2025	<b>Total</b>
\$1,450,000	\$1,602,163.36	\$1,400,000	<b>\$4,452,163.36</b>

2. **Paragraph III.B.2.** to the Agreement is hereby amended to read as follows:

**B.2.** Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$1,400,000	Less than or equal to \$5,852,163.36
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$1,400,000	Less than or equal to \$7,252,163.36

In no event shall the term of the Agreement extend beyond **June 30, 2027**, nor shall the total contract maximum exceed the amount of **SEVEN MILLION TWO HUNDRED FIFTY-TWO THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS AND THIRTY-SIX CENTS (\$7,252,163.36)**, unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

3. **Section IV.** of the Agreement is hereby amended to read as follows:

**IV. SPECIFIC COUNTY AUTHORITY**

- A. **Director’s Authority:** The Director may exercise optional extensions, if any, and execute related option notices in conformance with the conditions of Section III. of this Agreement. The Director may also issue any other general notices regarding the administration of this Agreement.
- B. **County Procurement Manager’s Authority:** The Yolo County Deputy Director/Manager of Procurement (“Procurement Manager”) may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager’s Authority, as prescribed in the then current Yolo County Procurement Policy. The Yolo County Procurement Manager may also issue termination notices in conformance with Section I. of this Agreement and Exhibit D., Section XI.
- C. **Yolo County Board of Supervisors’ Authority:** All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

4. **Paragraph III.1.** of **Exhibit F** to the Agreement is hereby amended to read as follows:

1. Herbert Lester, County’s Risk Manager/Safety Officer at [Herbert.lester@yolocounty.org](mailto:Herbert.lester@yolocounty.org), and

4. Except as specifically amended by this Fourth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

**IN WITNESS WHEREOF** the Parties have executed this Fourth Amendment as of the day and year last set forth below.

[Signatures Follow]

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**CONTRACTOR**

**COUNTY OF YOLO**

\_\_\_\_\_  
Jeff Payne, Executive Director  
Willow Glen Care Center

\_\_\_\_\_  
Tonia Murphy, Deputy Director/Manager of Procurement  
Department of General Services

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

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

\_\_\_\_\_  
Nolan Sullivan, Director  
Health and Human Services Agency

Approved as to Form:  
Philip J. Pogledich, County Counsel

By Hope P. Welton  
Hope P. Welton, Senior Deputy