

AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated November 4, 2025 and is between B.I Incorporated, doing business and registered in California as BI Correctional Services, Inc., a Colorado corporation, and wholly owned subsidiary of The GEO Group, Inc., a Florida corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 22, 2021, the County and the Contractor entered into County agreement number 21-222 ("Agreement"), for Contractor to operate a Day Reporting Center (DRC) to provide evidence-based programming to adult offenders. Services include, but are not limited to, daily check-ins, random drug testing, job skills training/placement, substance abuse counseling, anger management, family and parenting counseling, educational services/GED, life skills, relapse prevention, and mental health assessments.

B. On March 22, 2022, the County and the Superior Court of California, County of Fresno ("Superior Court") entered into County revenue agreement number A-22-110, for the Pretrial Services Expansion Program, pursuant to SB 129 of the Budget Act of 2021.

C. On December 13, 2022, the County and the Contractor entered into Amendment No. 1 to the Agreement, adding services for the administration of financial questionnaires to in-custody, Pretrial-eligible defendants, and increasing the maximum compensation amount accordingly. These added services were part of the Pretrial Services Expansion Program and compensated through funding from the Superior Court.

D. The County no longer receives funding from the Superior Court for the administration of financial questionnaires, and is not able to compensate the Contractor for those services provided after September 30, 2025.

E. On August 27, 2025, in accordance with County agreement number A-21-222, County provided the Contractor advance written notification to discontinue services for the administration of the financial questionnaires, with the last day of service for the financial questionnaires to be September 30, 2025.

1 F. The County and the Contractor now desire to further amend the Agreement to remove
2 services for the administration of financial questionnaires to in-custody Pretrial eligible
3 defendants and reduce the maximum compensation accordingly.

4 The parties therefore agree as follows:

5 1. This Amendment No. 2 is retroactive to October 1, 2025.

6 2. Section 1, subsection O of the Agreement, as added by Amendment No. 1, is deleted in
7 its entirety.

8 3. Exhibit E of the Agreement, as previously added by Amendment No. 1, is deleted in its
9 entirety.

10 4. Exhibit F of the Agreement as previously added by Amendment No. 1, is deleted in its
11 entirety.

12 5. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
13 1, and this Amendment No. 2 together constitute the Agreement.

14 6. The Contractor represents and warrants to the County that:

15 a. The Contractor is duly authorized and empowered to sign and perform its obligations
16 under this Amendment No. 2.

17 b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly
18 authorized to do so and his or her signature on this Amendment No. 2 legally binds
19 the Contractor to the terms of this Amendment No. 2.

20 7. The parties agree that this Amendment No. 2 may be executed by electronic signature
21 as provided in this section.

22 a. An "electronic signature" means any symbol or process intended by an individual
23 signing this Amendment No. 2 to represent their signature, including but not limited
24 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
25 (3) an electronically scanned and transmitted (for example by PDF document)
26 version of an original handwritten signature.

27 b. Each electronic signature affixed or attached to this Amendment No. 2 (1) is deemed
28 equivalent to a valid original handwritten signature of the person signing this

1 Amendment No. 2 for all purposes, including but not limited to evidentiary proof in
2 any administrative or judicial proceeding, and (2) has the same force and effect as
3 the valid original handwritten signature of that person.

4 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
6 2, Title 2.5, beginning with section 1633.1).

7 d. Each party using a digital signature represents that it has undertaken and satisfied
8 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
9 through (5), and agrees that each other party may rely upon that representation.

10 e. This Amendment No. 2 is not conditioned upon the parties conducting the
11 transactions under it by electronic means and either party may sign this Amendment
12 No. 2 with an original handwritten signature.

13 8. This Amendment No. 2 may be signed in counterparts, each of which is an original, and
14 all of which together constitute this Amendment.

15 9. The Agreement as previously amended and as amended by this Amendment No. 2 is
16 ratified and continued. All provisions of the Agreement as previously amended and not
17 amended by this Amendment No. 2 remain in full force and effect.

18 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory
2 clause.

3 BI Incorporated dba BI Correctional Services, COUNTY OF FRESNO
4 Inc.

5 Derrick D. Schofield 10/15/2025
6 Derrick D. Schofield, Vice President, Reentry
7 Services

8 4955 Technology Way
9 Boca Raton, FL, 33431

Ernest Buddy Mendes
Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 By: Hanan
11 Deputy

12 For accounting use only:

13 Org No.: 34300300
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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