

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated October 7, 2025 and is between City of Clovis, a municipal corporation, whose address is 1233 5th Street, Clovis, CA 93612 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On November 5, 2024, the County and the Contractor entered into County agreement number 24-583 ("Agreement") for the assignment of one (1) Sworn Police Officer, One (1) Crime Specialist to the Public Safety Realignment Adult Compliance Team (ACT) and for related training services.

B. The Agreement requires annual budget approval from the Community Corrections Partnership (CCP) Executive Committee and the Fresno County Board of Supervisors ("Board"). Upon approval, an amendment must be executed to update the agreement amount consistent with the approved funding.

C. On June 9, 2025, the CCP Executive Committee approved the Fiscal Year (FY) 2025-26 AB 109 budget, which included continued funding for the Contractor's participation in the ACT and training related costs. On September 15, 2025, the Board approved the Department's budget which included this allocation.

D. The County and the Contractor now desire to amend the Agreement to reflect the FY 2025-26 approved budget for the Contractor's participation in the ACT.

The parties therefore agree as follows:

1. Section 2.1 of the Agreement is deleted in its entirety, and replaced with the following:

"The County shall compensate the Contractor for an amount equal to the cost of one (1) City of Clovis Police Officer and one (1) City of Clovis Police Crime Specialist for assignment to the ACT and costs related to required training.

2. Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:

"3.2 Maximum Compensation. The maximum compensation payable to the Contractor for the first year of the term of this Agreement (FY 24-25) is Six

Hundred Fifty-One Thousand, Two Hundred Sixty-Six Dollars (\$651,266). The maximum compensation payable to the Contractor for the second year of the term of this Agreement (FY 25-26), is Six Hundred Ninety-One Thousand Nine Hundred Seven Dollars (\$691,907). In no event shall compensation paid for all services performed for the term of the Agreement exceed One Million, Three Hundred Forty-Three Thousand, One Hundred Seventy-Three Dollars (\$1,343,173). For each subsequent fiscal year, the maximum compensation shall be adjusted to reflect the new amount approved by the CCP Executive Committee and the Board. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement."

3. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.

4. The Contractor represents and warrants to the County that:

- a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 1.
- b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly authorized to do so and his or her signature on this Amendment No. 1 legally binds the Contractor to the terms of this Amendment No. 1.

5. The parties agree that this Amendment No. 1 may be executed by electronic signature as provided in this section.

- a. An "electronic signature" means any symbol or process intended by an individual signing this Amendment No. 1 to represent their signature, including but not limited

1 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
2 (3) an electronically scanned and transmitted (for example by PDF document)
3 version of an original handwritten signature.

4 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed
5 equivalent to a valid original handwritten signature of the person signing this
6 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
7 any administrative or judicial proceeding, and (2) has the same force and effect as
8 the valid original handwritten signature of that person.

9 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
10 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
11 2, Title 2.5, beginning with section 1633.1).

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

15 e. This Amendment No. 1 is not conditioned upon the parties conducting the
16 transactions under it by electronic means and either party may sign this Amendment
17 No. 1 with an original handwritten signature.

18 6. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
19 all of which together constitute this Amendment No. 1.

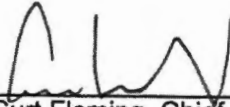
20 7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
21 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
22 effect.

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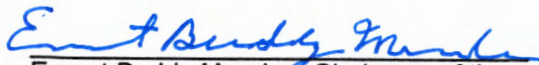
1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CITY OF CLOVIS

COUNTY OF FRESNO

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5
6 Curt Fleming, Chief of Police

7 1233 5th Street
8 Clovis, CA 93612


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

By: 
Deputy

12 For accounting use only:

13 Org No.: 34300390
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000

17 Org No.: 34300390
18 Account No.: 7385/7415
19 Fund No.: 0001
20 Subclass No.: 10000
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