

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
October 21, 2025 and is between City of Kingsburg, a municipal corporation, whose
address is 1401 Draper Street, Kingsburg, CA 93631 ("City"), and the County of Fresno, a
political subdivision of the State of California ("County").

Recitals

A. On April 8, 2025, the County and the City entered into County agreement number 25-
121 ("Agreement") for the assignment of one (1) City of Kingsburg Police Officer to the Public
Safety Realignment Adult Compliance Team (ACT).

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 to the Agreement must be executed to update the funding
amount.

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 City's participation in the ACT. On
September 15, 2025, the Board approved the Department's budget which included this
allocation.

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

The parties therefore agree as follows:

1. This Amendment No. 1 is retroactive to July 1, 2025

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

"The County shall compensate the City for an amount equal to the cost of one (1)
City of Kingsburg Police Officer for assignment to the ACT."

3. 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 City
for the first year of this Agreement (FY 24-25) is One Hundred Eighty-Four

1 Thousand, Eight Hundred Seventy-Seven Dollars (\$184,877) to participate as an
2 ACT member and implement AB 109 services.

3 The maximum compensation payable to the City for the second year of this
4 Agreement (FY25-26) is Two Hundred Thirty-Seven Thousand, Three Hundred
5 Fifty-Eight Dollars (\$237,358). In no event shall compensation paid for all
6 services performed for the term of the Agreement exceed Four Hundred Twenty-
7 Two Thousand, Two Hundred Thirty-Five Dollars (\$422,235). For each
8 subsequent fiscal year, the maximum compensation shall be adjusted to reflect
9 the new amount approved by the CCP Executive Committee and the Board. The
10 City acknowledges that the County is a local government entity, and does so with
11 notice that the County's powers are limited by the California Constitution and by
12 State law, and with notice that the City may receive compensation under this
13 Agreement only for services performed according to the terms of this Agreement
14 and while this Agreement is in effect, and subject to the maximum amount
15 payable under this section. The City further acknowledges that County
16 employees have no authority to pay the City except as expressly provided in this
17 Agreement."

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

20 5. The City represents and warrants to the County that:

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

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

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

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

11 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
12 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
13 2, Title 2.5, beginning with section 1633.1).

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

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

20 7. This Amendment No. 1 may be signed in counterparts, each of which is an original, and
21 all of which together constitute this Amendment No. 1.

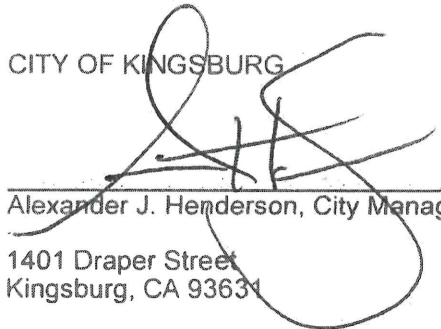
22 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
23 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
24 effect.

25 [SIGNATURE PAGE FOLLOWS]
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27
28

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CITY OF KINGSBURG

COUNTY OF FRESNO

4
5
6 
Alexander J. Henderson, City Manager

7 1401 Draper Street
8 Kingsburg, CA 93631


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
11 By: 
Deputy

12 For accounting use only:

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