

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated March 28, 2023 and is between B.I. Incorporated, dba B.I. Correctional Services, Inc., a Colorado corporation, which is a 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 January 26, 2021, the County and the Contractor entered into County agreement number A-21-026 (“Agreement”), to provide evidence-based re-entry employment readiness services for in-custody and out of custody adult offenders on probation in the Pretrial Program or the Adult Re-Entry Planning Program (ARPP). These services include, but are not limited to assessing participants criminogenic risk and need, to identify employment barriers, strengths and talents of participants, development of individual employment plans providing education resources, employment readiness skills, vocational certifications, job coaching, employment search assistance, and placement referrals.

B. As part of the Re-entry Employment Readiness Services Program, the County desires to increase the number of daily and annual participants funded through AB 109 Realignment funds and increase the maximum compensation accordingly. The Contractor is qualified, willing, and able to provide re-entry employment readiness services to an expanded number of AB 109 Realignment and Pretrial participants.

C. The County and the Contractor now desire to amend the Agreement to increase the number of participants receiving re-entry employment readiness services funded with AB 109 Realignment funds.

The parties therefore agree as follows:

1. Section 5, of the Agreement located at page 3, lines 6-26 is deleted in its entirety and replaced with the following:

“5. Compensation/Invoicing: County agrees to pay Contractor and contractor agrees to receive maximum annual compensation in accordance with the Cost

1 Summary, attached as Exhibit B, and incorporated by this reference. Contractor
2 shall submit monthly invoices in triplicate to the County of Fresno Probation
3 Department, 3333 E. American Avenue, Suite B, Fresno, CA 93725 or
4 ProbationInvoices@fresnocountyca.gov. County shall pay Contractor within
5 forty-five (45) days of receipt of an approved invoice.

6 In no event shall compensation paid with AB 109 funding for services
7 performed in years one and two of this agreement exceed Two Hundred
8 Seventy-One Thousand, Four Hundred and Eleven Dollars (\$271,411) annually,
9 Five Hundred and Four Thousand, One Hundred and Fifty-Nine dollars
10 (\$504,159) annually in the third year, and One Million Forty-Six Thousand, Nine
11 Hundred and Eight-One Dollars (\$1,046,981) during the initial three-year term. In
12 no event shall compensation paid with ARPP JAG funding exceed Sixty-Nine
13 Thousand, Two Hundred and Thirty-Seven Dollars (\$69,237) annually, and Two
14 Hundred Seven Thousand, Seven Hundred and Eleven Dollars (\$207,711)
15 during the initial three-year term. In the event this Agreement is extended for an
16 additional fourth year, total compensation paid for services performed shall not
17 exceed One Million, Five Hundred Fifty-One Thousand, One Hundred and Forty
18 Dollars (\$1,551,140) in AB 109 funding, and Two Hundred Seventy-Six
19 Thousand, Nine Hundred and Forty-Eight Dollars (\$276,948) in ARPP JAG
20 Funding. In the event this Agreement is extended for an additional fifth year,
21 compensation paid for services performed shall not exceed Two Million, Fifty-
22 Five Thousand, and Two Hundred and Ninety-Nine Dollars (\$2,055,299) in AB
23 109 funding, and Three Hundred Forty-Six Thousand, One Hundred and Eighty-
24 Five Dollars (\$346,185) in ARPP JAG funding during the total possible 5-year
25 term of this Agreement. It is understood that all expenses incidental to
26 CONTRACTOR'S performance of services under this Agreement shall be borne
27 by CONTRACTOR, as detailed in Exhibit B.”
28

1 2. Exhibit B is deleted and replaced with the attached new Exhibit B, incorporated by this
2 reference, and made part of the Agreement.

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

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

6 a. The Contractor is duly authorized and empowered to sign and perform its obligations
7 under this Amendment No. 1.

8 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
9 authorized to do so and his or her signature on this Amendment legally binds the
10 Contractor to the terms of this Amendment No. 1.

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

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

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

23 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
24 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
25 2, Title 2.5, beginning with section 1633.1).

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

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

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

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

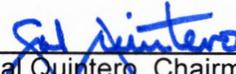
[SIGNATURE PAGE FOLLOWS]

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

3 B.I. Incorporated dba B.I. Correctional
4 Services

COUNTY OF FRESNO

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6 

7 Derrick D. Schofield, Vice President, Reentry
Services

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

8 4955 Technology Way
9 Boca Raton, FL, 33431

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
15 Fund No.: 0001
16 Subclass No.: 10000

17 Org No.: 34321975
18 Account No.: 7295
19 Fund No.: 0001
20 Subclass No.: 10000

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Exhibit B - Summary for AB 109 Funding

Organization/Agency

B.I. Incorporated

Program/Service Description

Re-entry Employment Readiness Services

Total Requested Budget For Years 1 through 5

\$2,055,299

Number and type of positions funded (e.g., Correctional Officer (2))

Title/Classification & number of positions

Program Manager (1)

Job Developer (5)

| Organization/Agency | B.I. Incorporated | | | | | | | | | | |
|---|---------------------------------------|----------------|-----------|----------------|-----------|----------------|-----------|----------------|-----------|------------------|--|
| Program/Service: | Reentry Employment Readiness Services | | | | | | | | | | |
| SALARIES & BENEFITS | Year 1 | Funding | Year 2 | Funding | Year 3 | Funding | Year 4 | Funding | Year 5 | Funding | Notes/Comments/Description |
| | Request | | Request | | Request | | Request | | Request | | |
| Regular Salaries | \$ | 109,824 | \$ | 114,417 | \$ | 298,800 | \$ | 298,800 | \$ | 298,800 | Program Manager (1) Job Developer (5) As of Yr 3 wage adjustments to decrease the amount of overtime incurred |
| Overtime | | 2,371 | | 2,419 | | 9,425 | | 9,425 | | 9,425 | *Includes Holiday Pay OT in the combined total |
| Holiday OT | | 2,918 | | 2,977 | | | | | | | |
| Unemployment Insurance | | 1,176 | | 1,176 | | 3,400 | | 3,400 | | 3,400 | Federal and State Unemployment (As of Yr. 3 wage costs increased) |
| Retirement Contribution | | 988 | | 1,030 | | 4,500 | | 4,500 | | 4,500 | Employer matching contribution (As of Yr. 3 wage costs increased) |
| OASDI Contribution | | 8,974 | | 9,340 | | 26,892 | | 26,892 | | 26,892 | Payroll taxes |
| Workers Comp Contribution | | 2,097 | | 2,183 | | 5,439 | | 5,439 | | 5,439 | Worker's Compensation Insurance |
| Health Insurance Contribution | | 10,656 | | 10,656 | | 26,640 | | 26,640 | | 26,640 | Health and Supplemental Insurances |
| Life & Disability Insurance | | 525 | | 525 | | 2,520 | | 2,520 | | 2,520 | (As of Yr. 3 wage costs increased) |
| Benefits Administration | | | | | | | | | | | |
| Other (describe) | | | | | | | | | | | |
| Object Total | \$ | 139,529 | \$ | 144,723 | \$ | 377,616 | \$ | 377,616 | \$ | 377,616 | |
| SERVICES and SUPPLIES | Year 1 | Funding | Year 2 | Funding | Year 3 | Funding | Year 4 | Funding | Year 5 | Funding | Notes/Comments/Description |
| | Request | | Request | | Request | | Request | | Request | | |
| Mobile Communication | | 1,440 | | 1,440 | | 600 | | 600 | | 600 | Cell phone for supervisor (As of Yr. 3 based on actual expenses) |
| Telephone Charges | | 2,400 | | 2,400 | | 2,400 | | 2,400 | | 2,400 | Phone system for facility and internet |
| Liability Insurance | | 3,519 | | 3,662 | | - | | - | | - | General liability, calculated as a % of payroll costs (As of Yr. 3 included in benefits package) |
| Insurance - Other | | | | | | | | | | | |
| Office Expense | | 29,440 | | 29,440 | | 2,400 | | 2,400 | | 2,400 | Rent, Janitorial Service, Printer/Copier Lease, Operating lease, Office Supplies (Beginning Yr 3 Operating leases cost removed and given own category) |
| Books and Publications | | 4,831 | | 4,831 | | 3,000 | | 3,000 | | 3,000 | Participant Curriculum (As of Yr. 3 based on actual expenses) |
| Prof & Specialized Services | | 7,200 | | 7,200 | | 1,200 | | 1,200 | | 1,200 | Participant Transportation (As of Yr. 3 based on actual expenses) |
| Publications & Legal Notices | | | | | | | | | | | |
| Operating Leasing Building | | - | | - | | 36,000 | | 36,000 | | 36,000 | Office Lease |
| Education & Training | | 5,216 | | 5,240 | | 2,001 | | 2,001 | | 2,001 | Hours for employee training and cost of any associated travel (As of Yr. 3 based on actual expenses) |
| Utilities | | 6,400 | | 6,400 | | 3,000 | | 3,000 | | 3,000 | Security Alarm System and Utilities |
| Other (describe) | | 2,880 | | 2,880 | | 3,300 | | 3,300 | | 3,300 | Participants Incentives/Snacks, Recruitment Costs (As of Yr. 3 increase based on actual expenses) |
| Object Total | \$ | 63,326 | \$ | 63,493 | \$ | 53,901 | \$ | 53,901 | \$ | 53,901 | |
| FIXED ASSETS | | | | | | | | | | | |
| (add description - e.g., vehicle) | \$ | 12,800 | \$ | 12,800 | \$ | 16,000 | \$ | 16,000 | \$ | 16,000 | Staff Laptops, Participant Computer Lab, FF&E, |
| Object Total | \$ | 12,800 | \$ | 12,800 | \$ | 16,000 | \$ | 16,000 | \$ | 16,000 | |
| INDIRECT COST - Max. of 15% of Salaries and Benefits for non-profit organization | | | | | | | | | | | |
| Object Total | \$ | 55,756 | \$ | 50,395 | \$ | 56,642 | \$ | 56,642 | \$ | 56,642 | Corporate Overhead and Support Costs |
| TOTAL ANNUAL BUDGET | \$ | 271,411 | \$ | 271,411 | \$ | 504,159 | \$ | 504,159 | \$ | 504,159 | |
| TOTAL BUDGET | | | | | | | | | | 2,055,299 | |

| Position | FTE | Salary | Unemp. Insurance | OASDI | Workers Comp | Health Insurance | Life & Disability | Retirement Contribution | Benefits Admin | Other | Total | Description of Other |
|--------------------|-----|------------|------------------|-----------|--------------|------------------|-------------------|-------------------------|----------------|----------|------------|------------------------|
| Program Supervisor | 1 | \$ 70,000 | \$ 500 | \$ 6,300 | \$ 914 | \$ 4,440 | \$ 420 | \$ 750 | | \$ - | \$ 83,324 | |
| Job Developer | 1 | \$ 45,760 | \$ 500 | \$ 4,118 | \$ 905 | \$ 4,440 | \$ 420 | \$ 750 | | \$ 1,885 | \$ 58,778 | Overtime / Holiday Pay |
| Job Developer | 1 | \$ 45,760 | \$ 600 | \$ 4,118 | \$ 905 | \$ 4,440 | \$ 420 | \$ 750 | | \$ 1,885 | \$ 58,878 | Overtime / Holiday Pay |
| Job Developer | 1 | \$ 45,760 | \$ 600 | \$ 4,118 | \$ 905 | \$ 4,440 | \$ 420 | \$ 750 | | \$ 1,885 | \$ 58,878 | Overtime / Holiday Pay |
| Job Developer | 1 | \$ 45,760 | \$ 600 | \$ 4,118 | \$ 905 | \$ 4,440 | \$ 420 | \$ 750 | | \$ 1,885 | \$ 58,878 | Overtime / Holiday Pay |
| Job Developer | 1 | \$ 45,760 | \$ 600 | \$ 4,118 | \$ 905 | \$ 4,440 | \$ 420 | \$ 750 | | \$ 1,885 | \$ 58,878 | Overtime / Holiday Pay |
| Totals | | \$ 298,800 | \$ 3,400 | \$ 26,892 | \$ 5,439 | \$ 26,640 | \$ 2,520 | \$ 4,500 | \$ - | \$ 9,425 | \$ 377,616 | |

Exhibit B - Summary for JAG Funding

Organizaiton/Agency

BI Incorporated

Program/Service Description

Employee Readiness (JAG)

Total Requested Budget For Years 1 through 5

\$ 346,185.00

Number and type of positions funded (e.g., Correctional Officer (2))

Title/Classification & number of positions

Program Manager (0.2)

Job Developer (0.4)

