

1 **AMENDMENT NO. 1 TO SERVICE AGREEMENT**

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated
3 _____ and is between City of Kerman, a municipal corporation, whose
4 address is 850 S. Madera Ave., Kerman, CA 93630 ("Contractor"), and the County of Fresno, a
5 political subdivision of the State of California ("County").

6 **Recitals**

7 A. On December 3, 2024, the County and the Contractor entered into County agreement
8 number 24-621 ("Agreement") for the assignment of one (1) City of Kerman Police Officer to the
9 Public Safety Realignment Adult Compliance Team (ACT).

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

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

18 D. The County and the Contractor now desire to amend the Agreement to reflect the FY
19 2025-26 approved budget for the Contractor's continued participation in the ACT.

20 The parties therefore agree as follows:

- 21 1. This Amendment No. 1 is retroactive to July 1, 2025.
- 22 2. Section 2.1 of the Agreement is deleted in its entirety, and replaced with the following:
23 "The County shall compensate the Contractor for an amount equal to the cost of
24 one (1) City of Kerman Police Officer for assignment to the ACT.
- 25 3. Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:
26 **"3.2 Maximum Compensation.** The maximum compensation payable to the
27 Contractor for the first year of this Agreement (FY 24-25) is One Hundred
28 Seventy-Seven Thousand, Three Hundred Eighty Dollars (\$177,380) to

1 participate as an ACT member and implement AB 109 services. The maximum
2 compensation payable to the Contractor for the second year of this Agreement
3 (FY25-26) is One Hundred Seventy-Two Thousand, Four Hundred Ninety-Four
4 Dollars (\$172,494). In no event shall compensation paid for all services
5 performed for the term of the Agreement exceed Three Hundred Forty-Nine
6 Thousand, Eight Hundred Seventy-Four Dollars (\$349,874). For each
7 subsequent fiscal year, the maximum compensation shall be adjusted to reflect
8 the new amount approved by the CCP Executive Committee and the Board. The
9 Contractor acknowledges that the County is a local government entity, and does
10 so with notice that the County's powers are limited by the California Constitution
11 and by State law, and with notice that the Contractor may receive compensation
12 under this Agreement only for services performed according to the terms of this
13 Agreement and while this Agreement is in effect, and subject to the maximum
14 amount payable under this section. The Contractor further acknowledges that
15 County employees have no authority to pay the Contractor except as expressly
16 provided in this Agreement.”

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

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

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

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

- 27 a. An “electronic signature” means any symbol or process intended by an individual
28 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 7. 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 8. 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 KERMAN

COUNTY OF FRESNO

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5 
6 _____
John Jansons, City Manager

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

7 850 S Madera Ave.
8 Kerman, CA 93630

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

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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
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