

SECOND AMENDMENT TO A G R E E M E N T

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this 1st day of March, 2016, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and B.I. INCORPORATED, a corporation, whose principal address is 6255 Gunbarrel Avenue, Suite B, Boulder, CO 80301, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR each are a "Party" to this Agreement, and together they are the "Parties" to this Agreement.

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 11-105 on the 22nd day of March, 2011 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to operate a Day Reporting Center, hereinafter referred to as "DRC," for youthful offenders as defined in Request for Proposal (RFP) #952-4867; and

WHEREAS, CONTRACTOR agreed to establish and operate a DRC for youthful offenders in facility space as designated by COUNTY'S Probation Department at 2212 N. Winery, Suite 122, Fresno, CA 93703; and

WHEREAS, said DRC became operational within 60 days of the start of the contract term and has maintained fifty (50) slots for youthful offenders that are on felony probation in lieu of prison and provided individualized evidence-based programming; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment to Agreement on March 27, 2012 ("First Amendment") to allow the program to expand the number of program slots to accommodate additional offenders from the Probation Department's Post Release Community Supervision (PRSC), increase the maximum compensation for the term of the Agreement, update COUNTY's address in Section 12 "NOTICES", and include a Disclosure of Self-Dealing Transactions provision; and

WHEREAS, the five (5) year term of the Agreement will expire on March 31, 2016; and

WHEREAS, the COUNTY and CONTRACTOR desire to amend the Agreement to extend the term out an additional three (3) months to allow uninterrupted operation of the DRC

1 while the competitive bidding process is completed and a new agreement is finalized for the
2 continued provision of the services hereunder and to update the parties' noticing information.

3 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of
4 which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

- 5 1. Section 3 TERM of the Agreement, at Page 5, lines 1 through 3, is deleted in its
6 entirety and replaced with the following:

7 "3. TERM

8 This Agreement shall become effective on April 1, 2011 and shall terminate
9 on June 30, 2016."

- 10 2. Section 12 NOTICES of the Agreement, at page 10, lines 1 through 9, is deleted in its
11 entirety and replaced with the following:

12 "12. NOTICES: The persons and their addresses having authority to give and
13 receive notices under this Agreement include the following:

14 COUNTY

15 Chief Probation Officer
16 Fresno Co. Probation Dept.
3333 E. American Avenue, Suite B
Fresno, CA 93725

CONTRACTOR

Vice-President, Re-Entry & Supervision Services
BI, Incorporated
6255 Gunbarrel Avenue, Suite B
Boulder, CO 80301

17 Any and all notices between the COUNTY and the CONTRACTOR provided for
18 or permitted under this Agreement or by law shall be in writing and shall be deemed
19 duly served when personally delivered to one of the parties, or in lieu of such
20 personal services, when deposited in the United States Mail, postage prepaid,
21 addressed to such party."

22 COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend
23 Agreement and, that upon execution of this Second Amendment, the Agreement, the First
24 Amendment and this Second Amendment together shall be considered the Agreement.


25 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
26 covenants, conditions and promises contained in the Agreement and not amended herein shall
27 remain in full force and effect.

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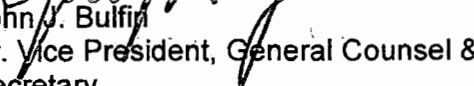
1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the
2 day and year first hereinabove written.

3
4 **CONTRACTOR**

5 BI Incorporated

6 
7 Loreh Grayer
8 Vice-President, Reentry Services

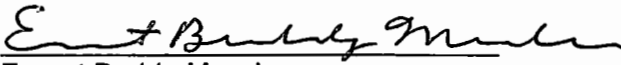
9 Date: 1/29/16

10 
11 John J. Bulfin
12 Sr. Vice President, General Counsel &
13 Secretary

14 Date: 1/29/16

15 **PLEASE SEE ADDITIONAL**
16 **SIGNATURE PAGE ATTACHED**
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COUNTY OF FRESNO

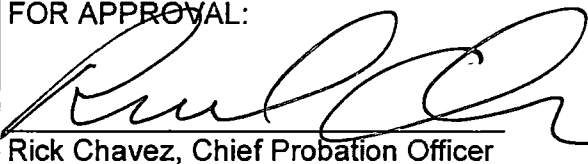

Ernest Buddy Mendes
Chairman, Board of Supervisors

Date: March 1, 2016

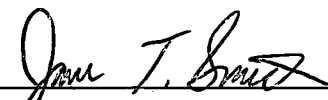
ATTEST:
Bernice E. Seidel, Clerk to Board of Supervisors

By Susan Bishop
Deputy

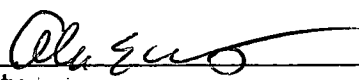
1 REVIEWED & RECOMMENDED
2 FOR APPROVAL:

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4 Rick Chavez, Chief Probation Officer

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6 APPROVED AS TO LEGAL FORM:
7 Daniel Cederborg, County Counsel

8 By 
9 Deputy

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11 APPROVED AS TO ACCOUNTING FORM:
12 Vicki Crow, CPA
Auditor-Controller/Treasurer-Tax Collector

13
14 By 
15 Deputy

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19 FOR ACCOUNTING USE ONLY:

20 Fund No.: 0001
21 Subclass No.: 10000
22 Org. No.: 34309999
23 Acct. No.: 7295
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