

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

2 This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated  
3 \_\_\_\_\_, and is between Embassy Consulting Services, LLC, a California limited  
4 liability company ("Assignor"), SRT Executive Services LLC, a Washington limited liability  
5 company ("Assignee"), and the County of Fresno, a political subdivision of the State of  
6 California ("County").

7 **Recitals**

8 A. On May 17, 2022, the County and the Assignor entered into County Master Training  
9 Agreement number A-22-213, ("Agreement"), for Board of State and Community Corrections  
10 (BSCC) certified Standards & Training for Corrections ("STC") courses. These training services  
11 were provided to the Fresno County Probation Department by the Assignor from June 1, 2022,  
12 to September 30, 2024.

13 B. Effective October 1, 2024, the Assignee represents that they acquired the Assignor, and  
14 seeks to retroactively assume all obligations and privileges of this Agreement.

15 C. Section 8 of the Agreement provides that the Agreement may not be assigned by either  
16 party without the prior written consent of the other.

17 D. The County, the Assignor, and the Assignee now desire to amend this Agreement to  
18 assign, transfer, and delegate all of the Assignor's rights, benefits, responsibilities, and  
19 obligations under the Agreement to the Assignee.

20 E. Assignee wishes to accept the assignment, transfer, and delegation of the Assignor's  
21 rights, benefits, responsibilities, and obligations under the Agreement.

22 F. The County, the Assignor, and the Assignee now desire to amend the Agreement to  
23 transfer and assign the Agreement by the Assignor to the Assignee.

24 The parties therefore agree as follows:

25 1. The Assignor transfers and assigns all of its rights and interest in, and delegates all of its  
26 obligations and responsibilities under the Agreement to the Assignee.

27 2. The Assignee acknowledges that it has received and reviewed the Agreement, and  
28 accepts from the Assignor the assignment of the Agreement and agrees, as a direct obligation

1 to the County, without qualification or reservation of right, to perform each and every one of the  
2 Assignor's obligations and responsibilities under the Agreement, and to adhere to all terms of  
3 the Agreement as though the Assignee were the signatory party of the Agreement, in lieu of the  
4 Assignor. The Assignee agrees that its liability under the Agreement shall include liability  
5 accruing as a result of the Assignor's, as well as Assignee's, performance or failure to perform  
6 its obligations under the Agreement.

7 3. The County agrees to this assignment of the Agreement.

8 4. The assignment of the Agreement through this Amendment No. 1 is retroactive to  
9 October 1, 2024.

10 5. The Assignee agrees to each and every term and condition of the Agreement.

11 6. Exhibit A is deleted in its entirety, and replaced by the attached Exhibit A-1.

12 7. Exhibit C is deleted in its entirety, and replaced by the attached Exhibit C-1.

13 8. The Assignee and the Assignor represent that all prior payments until the Effective Date  
14 of this Amendment No. 1 have been paid to the correct party, and that no further payments are  
15 owed by the County to the Assignor.

16 9. When all parties have signed this Amendment No. 1, the Agreement and this  
17 Amendment No. 1 together constitute the Agreement.

18 10. The Assignor represents and warrants to the County that:

19 a. The Assignee is duly authorized and empowered to sign and perform its obligations  
20 under this Amendment No. 1.

21 b. The individuals signing this Amendment No. 1 on behalf of the Assignor and  
22 Assignee are duly authorized to do so and his or her signature on this Amendment  
23 No. 1 legally binds the Assignor and Assignee to the terms of this Amendment No. 1.

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

26 a. An "electronic signature" means any symbol or process intended by an individual  
27 signing this Amendment No. 1 to represent their signature, including but not limited  
28 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or

(3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

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

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

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

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.

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

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

[SIGNATURE PAGE FOLLOWS]

1 The parties have executed this Amendment No. 1 on the date stated in the introductory  
2 clause, retroactively effective to October 1, 2024.

3  
4 ASSIGNOR  
EMBASSY CONSULTING SERVICES, LLC

COUNTY OF FRESNO

5  
6   
7 \_\_\_\_\_  
Josef Levy, Chief President


8 11278 Los Alamitos Blvd, #232  
Los Alamitos, CA 90720

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

9  
10 ASSIGNEE  
SRT EXECUTIVE SERVICES LLC

11  
12   
13 \_\_\_\_\_  
Scott Robertson, Vice President of Training &  
Operations

14 PO Box 193  
15 Mountlake Terrace, WA 98043-0193

By: \_\_\_\_\_  
Deputy

16  
17  
18 For accounting use only:

19 Org No.: 34309999  
20 Account No.: 7295  
21 Fund No.: 0001  
22 Subclass No.: 10000  
23  
24  
25  
26  
27  
28

## Exhibit A-1

### Contractors for Training Services Master Agreement

Business Name	Contact Person & Title	Phone Number	Mailing Address	E-mail Address
Ace Overcomers	Dave Lockridge, Owner	(209) 617-4688	3343 M. St., Merced, CA 95348	<a href="mailto:dave@aceovercomers.org">dave@aceovercomers.org</a>
Badge Behavior	Thomas J. Broxtermann, Ph.D., Owner	(858) 342-3985	13481 Calle Colina Poway, CA 92064	<a href="mailto:badgebehavior@gmail.com">badgebehavior@gmail.com</a>
B.L. Solutions, Inc.	Richard Garrett, Owner	(858) 342-3985	P.O. Box 81745 Bakersfield, CA 93380	<a href="mailto:rgarrett@blsolutions.org">rgarrett@blsolutions.org</a>
Cristando House, Inc.	Joseph Cristando, President	(650) 394-8578	2402 Read Avenue Belmont, CA 94002	<a href="mailto:jcristando@cristandohouse.com">jcristando@cristandohouse.com</a>
Custom Training	Lee Comer, President	(858) 272-3530	5580 La Jolla Blvd., #411 La Jolla CA, 92037	<a href="mailto:lee@trainersandteachers.com">lee@trainersandteachers.com</a>
D-Prep, Inc.	Elmo Banning, President/CEO	(916) 628-6770	705 E. Bidwell St., Ste 2-357 Folsom, CA 95630	<a href="mailto:elmobanning@dprep.com">elmobanning@dprep.com</a>
L.E. Professional Standards Training	David Jamie, Director	(714) 310-9203	9151 Regal Ave Anaheim, CA 92804	<a href="mailto:david@lepst.com">david@lepst.com</a>
M.L. Eslinger & Associates	Nicole Eslinger, President	(916) 990-3611	P.O. Box 876 Shingle Springs, CA 95682	<a href="mailto:nicole@eslinger.com">nicole@eslinger.com</a>
Nightingale Resolutions	Tim Nightingale, Owner	(559) 970-4349	5132 N. Palm Ave., Fresno, CA 93704	<a href="mailto:tim.nightingaledc@gmail.com">tim.nightingaledc@gmail.com</a>
React Medical Training, Inc.	Kim, Lamb, RN, CEO	(559) 439-9111 Ext. 205	5132 N Palm Ave., #119, Fresno, CA 93704-2203	<a href="mailto:klamb@reactschools.com">klamb@reactschools.com</a>
Rescue Training Institute, Inc.	Greg Landin	(916) 939-2277	169 Parkshore Drive, Suite #110, Folsom, CA 95630	<a href="mailto:greg@rescuetraininginstitute.com">greg@rescuetraininginstitute.com</a>
SRT Executive Services, LLC	Scott Robertson, V.P. of Training & Operations	(425) 327-4625	137 N. Larchmont Blvd, Ste. 172 Los Angeles, CA 90004	<a href="mailto:scott@embassyys.com">scott@embassyys.com</a>

# Compensation Schedule

Vendor Name	Fee per student for 4 hour class \$18.75 per person per hour maximum	Fee per student for 8 hour class \$18.75 per person per hour maximum	Fee per student for 16 hour class \$18.75 per person per hour maximum	Flat Rate Fee per Class Not to exceed \$18.75 per person per hour	Fee per student for 24 hour class Not to exceed \$18.75 per person per hour	Notes
ACE Overcomers-David Lockridge		\$150				
Badge Behavior - Thomas Broxtermann				\$750 for 4 hours; \$1,500 for 8 hours		
B.L. Solutions, Inc. - Richard Garrett	\$75	\$150			\$250	8hr. Classes- discount fee to \$75 per student starting with 21st student. 10% Discount for scheduling for 3-5 classes, 20% Discount for scheduling 6 or more classes.
Cristando House, Inc. - Joseph Cristando	\$70	\$125	\$250			
Custom Training - Lee Comer	\$75	\$150	\$300			
D-Prep, Inc. - Elmo Banning	\$75	\$150	\$300			
L.E. Professional Standards Training - David Jaime	Please see attached catalog	Please see attached catalog	Please see attached catalog			Offers On-line classes at a discounted rate
M.L. Eslinger & Associates - Nicole Eslinger	\$70	\$145	\$290			May offer discounted rate based on class and assigned instructor
Nightingale Resolutions - Tim Nightingale	\$75	\$150	\$300			12 hr course \$225 per participant
React Medical Training - Kim Lamb, RN	\$65	\$90	\$130			
Rescue Training Institute, Inc. - Greg Landin	\$75	\$150	\$300			
SRT Executive Services, LLC - Scott Robertson	\$75	\$150	\$300			

Course Name	Zoom 4hr class - per person	In-Person 4hr class - per person	In-Person 8hr class - per person	In-Person 2 day class - per person
Diversity - Now What?	\$60		\$135	
Exceptional Service Delivery Models & Our Mission			\$135	
CSI Strategies and Containment			\$140	
Transfer Hearings and Probation	\$70		\$140	
WIC 241.1 Reports	\$70		\$140	
Breathe, Think, Testify!			\$150	
California Mandates for Probation (Juvenile or Adult Law	\$65	\$75	\$150	
CA Peace Officers and Federal Immigration Law Enforcement	\$65	\$75		
Custody Credits			\$145	
Direct and Vicarious Supervisor Liability	\$65	\$75	\$150	
HR 101 for Training Managers - What You Do and Don't Do Matters	\$55	\$65		
I Can Be Sued for What?	\$65	\$75	\$150	
Information Gatekeeper 101 - Confidentiality and Release			\$140	
POBR - Public Safety Officer Procedural Bill of Rights	\$65	\$75		
Our "Red Flag" Employee	\$55	\$65		
Social Media Use - Legality and Liability			\$140	
Disciplinary Process and Liability	\$70		\$140	
Optics and Leadership Outcomes			\$135	
Our Wellness, Our Responsibility	\$60		\$135	
Progressive Discipline for Supervisors		\$70	\$140	
The 5 W's of Internal Affairs			\$140	
Trauma Resilience	\$60		\$135	
Vertical, Lateral, and Whirlwind Communication in Probation			\$135	
Firearm Use - Application and Liability				\$300
Necessary Force - Is It Really Necessary?			\$145	
Redefining Use-of-Force Paradigms through De-escalation			\$145	
Strategic Responses to Mental Health Crisis			\$145	