

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 Selma, a municipal corporation, whose address is 2055 Third Street Selma, CA 93662 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On November 5, 2024, the County and the Contractor entered into County Agreement No. 24-580 ("Agreement") for the assignment of one (1) City of Selma 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 Contractor'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 Contractor now desire to amend the Agreement to reflect the FY 2025-26 approved budget for the Contractor'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:

"2.1 The County shall compensate the Contractor for an amount equal to the cost of one (1) City of Selma 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 Contractor for the first year of this Agreement (FY 24-25) is One Hundred Eighty-Nine Thousand, Nine Hundred Thirty-Eight Dollars (\$189,938) to participate as

1 an ACT member and implement AB 109 services. The maximum compensation
2 payable to the Contractor for the second year of this Agreement (FY 25-26) is
3 Two Hundred Twenty-Six Thousand, Five Hundred Ninety-Two Dollars
4 (\$226,592).

5 In no event shall compensation paid for all services performed for the first and
6 second year of this Agreement exceed Four Hundred Sixteen Thousand, Five
7 Hundred Thirty Dollars (\$416,530). For each subsequent fiscal year, the
8 maximum compensation shall be adjusted to reflect the new amount approved by
9 the CCP Executive Committee and the Board. The Contractor acknowledges that
10 the County is a local government entity, and does so with notice that the
11 County's powers are limited by the California Constitution and by State law, and
12 with notice that the Contractor may receive compensation under this Agreement
13 only for services performed according to the terms of this Agreement and while
14 this Agreement is in effect, and subject to the maximum amount payable under
15 this section. The Contractor further acknowledges that County employees have
16 no authority to pay the Contractor 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 Contractor represents and warrants to the County that:

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

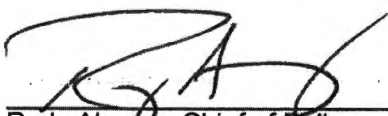
22 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
23 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
24 effect.

25 [SIGNATURE PAGE FOLLOWS]
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27
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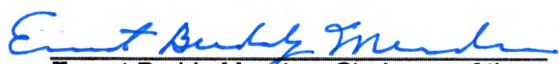
1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CITY OF SELMA

COUNTY OF FRESNO

4
5 
6 Rudy Alcaraz, Chief of Police

7 2055 Third Street
8 Selma, CA 93662


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
15 Fund No.: 0001
Subclass No.: 10000