

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

2 This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated
3 _____ and is between Turning Point of Central California Inc., a California
4 non-profit 501 (c)(3) corporation, whose address is 615 S. Atwood Street, Visalia, CA 93277
5 (“Contractor”), and the County of Fresno, a political subdivision of the State of California
6 (“County”).

7 **Recitals**

8 A. On December 2, 2022, the County submitted its proposal for the Edward Byrne
9 Memorial Justice Assistance Grant (JAG) to the Board of State and Community Corrections
10 (BSCC). On April 13, 2023, at the BSCC Board meeting, the County was recommended and
11 approved for JAG funds. On May 25, 2023, BSCC notified the County of the award for funding.
12 The Board of Supervisors approved the JAG Grant Agreement on July 18, 2023. The BSCC
13 returned the fully executed Grant Agreement on August 25, 2023.

14 B. On January 6, 2026, the County and the Contractor entered into County agreement
15 number 26-016 (“Agreement”), for Contractor to provide adult reentry employment readiness
16 program for participants in the JAG Adult Re-entry Planning Program (“ARPP”). ARPP is
17 designed to facilitate successful reentry into the community after release from custody, thereby
18 reducing gang involvement and increasing public safety.

19 C. On April 16, 2026, the BSCC Board approved a request to offer JAG grantees a nine-
20 month, no cost extension, extending the grant’s service period to June 30, 2027, and the grant
21 period to September 30, 2027. On May 13, 2026, BSCC provided the Department the formal
22 amendment to extend grant Agreement No. 23-372. The new termination date for services will
23 be June 30, 2027, allowing for a 1-year extension for services under the JAG grant.

24 D. The County and the Contractor now desire to amend the Agreement to increase the
25 contract maximum and extend services for one year.

26 The parties therefore agree as follows:

- 27 1. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:
28

1 “4.2 **Maximum Compensation.** The maximum compensation payable to the
2 Contractor under this Agreement is \$98,087. In no event shall the total maximum
3 compensation for all services performed under this Agreement exceed \$98,087.
4 The Contractor acknowledges that the County is a local government entity, and
5 does so with notice that the County’s powers are limited by the California
6 Constitution and by State law, and with notice that the Contractor may receive
7 compensation under this Agreement only for services performed according to the
8 terms of this Agreement and while this Agreement is in effect, and subject to the
9 maximum amount payable under this section. The Contractor further
10 acknowledges that County employees have no authority to pay the Contractor
11 except as expressly provided in this Agreement.”

12 2. Section 5.1 of the Agreement is deleted in its entirety and replaced with the following:

13 “5.1 **Term.** This Agreement is effective on February 1, 2026, and terminates
14 on June 30, 2027, except as provided in Article 7, “Termination and Suspension,”
15 below.”

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

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

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

24 5. 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

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

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

8 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
9 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
10 2, Title 2.5, beginning with section 1633.1).

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

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

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

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

22 [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 TURNING POINT OF CENTRAL
4 CALIFORNIA, INC.

COUNTY OF FRESNO

5
6 *Ryan Banks*

7 Ryan Banks, Chief Executive Officer

Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

8 P.O. Box 7447
9 Visalia, CA 93290

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.: 34321975
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000
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