

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

2 This Amendment No. 1 to Service Agreement No. 22-226 ("Amendment No. 1") is dated
3 _____ and is between Alliant University, Inc., a California Corporation
4 ("University"), and the County of Fresno, a political subdivision of the State of California
5 ("County").

6 **Recitals**

7 A. On June 7, 2022, the County and the University entered into Agreement No. 22-226
8 ("Agreement"), for assistance for collaboration in research projects and grant-writing
9 opportunities for the County.

10 B. The University was formerly known as Alliant International University, Inc. and changed
11 its name to Alliant University, Inc. effective March 5, 2026.

12 C. The County and the University now desire to amend the Agreement to reflect the name
13 change of University and extend the term of the Agreement for the second optional twelve (12)-
14 month extension period.

15 The parties therefore agree as follows:

16 1. All references to Alliant International University, Inc. shall be deemed references to
17 Alliant University, Inc.

18 2. **Term.** This Amendment extends the term of the Agreement through June 30, 2027. The
19 extension of this Agreement by the County is not a waiver or compromise of any default or
20 breach of this Agreement by the University existing at the time of the extension whether or not
21 known to the County.

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

24 4. The University represents and warrants to the County that:

25 a. The University is duly authorized and empowered to sign and perform its obligations
26 under this Amendment.

1 b. The individual signing this Amendment on behalf of the University is duly authorized
2 to do so and his or her signature on this Amendment legally binds the University to
3 the terms of this Amendment.

4 5. The parties agree that this Amendment may be executed by electronic signature as
5 provided in this section.

6 a. An “electronic signature” means any symbol or process intended by an individual
7 signing this Amendment to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this
13 Amendment for all purposes, including but not limited to evidentiary proof in any
14 administrative or judicial proceeding, and (2) has the same force and effect as the
15 valid original handwritten signature of that person.

16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
18 2, Title 2.5, beginning with section 1633.1).

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

22 e. This Amendment is not conditioned upon the parties conducting the transactions
23 under it by electronic means and either party may sign this Amendment with an
24 original handwritten signature.

25 6. This Amendment may be signed in counterparts, each of which is an original, and all of
26 which together constitute this Amendment.

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

4 [SIGNATURE PAGE FOLLOWS]

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The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

Alliant University, Inc.

COUNTY OF FRESNO


David Stewart, PhD
Provost and Executive VP, Academic Affairs

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

5130 E. Clinton Way,
Fresno, CA 93727

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

By: _____
Deputy

For accounting use only:

Org No.: 56304756
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000