

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

2 This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated  
3 \_\_\_\_\_ and is between Fresno County Superintendent of Schools (“FCSS”)  
4 and the County of Fresno, a political subdivision of the State of California (“County”).

5 **Recitals**

6 A. Pursuant to Senate Bill (SB) 823, the County became responsible for the care, custody  
7 and supervision of youth who were realigned from the state Division of Juvenile Justice (DJJ), or  
8 who would otherwise be eligible for commitment to DJJ (“Juvenile Justice Realignment Group”)  
9 after June 30, 2021.

10 B. On August 24, 2021, the County and FCSS entered into a retroactive Agreement, which  
11 is County agreement number A-21-334 (“Agreement”), to provide a high-quality educational  
12 program for the students of the Juvenile Justice Realignment Group at the Juvenile Justice  
13 Campus (JJC), including instructional services, instructional materials, and administrative  
14 services for the educational program.

15 C. The Agreement provided that FCSS would be compensated \$150,000 per every ten  
16 students in the Juvenile Justice Realignment Group. As of February 2025, there are 24 students  
17 participating in the educational program and an additional FCSS certificated teacher has been  
18 provided since September 2024.

19 D. County and FCSS need to increase FCSS staffing to meet the increase in Justice  
20 Realignment Group students, which is now consistently above ten students, and students  
21 participating in post-secondary education. To facilitate retention within the juvenile justice  
22 system, the County and FCSS see need to meet expanded educational opportunities for both  
23 student populations.

24 E. The County and FCSS desire to amend the Agreement to modify compensation  
25 language to address reimbursement for additional staffing, and increase compensation  
26 accordingly. Modified language will maintain program continuity and improve accountability.

27 The parties therefore agree as follows:  
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1 1. All references to “students of the Juvenile Justice Realignment Group” shall be deleted  
2 and replaced with “students of the Juvenile Justice Realignment Group and students  
3 participating in post-secondary education.”

4 2. Subsection A of Section 2, titled “OBLIGATIONS OF THE COUNTY”, of the Agreement  
5 located on page 3, lines 13 through 15, shall be replaced with the following:

6 “A. County’s Probation Department shall compensate and remit to FCSS an amount  
7 that will fund the cost of one certificated teacher to educate the students of the Juvenile  
8 Justice Realignment Group. Retroactively effective September 1, 2024, County’s Probation  
9 Department shall compensate and remit to FCSS an amount that will fund an additional  
10 certificated teacher to educate students of the Juvenile Justice Realignment Group and  
11 students participating in post-secondary education.”

12 3. Section 5, titled “COMPENSATION/INVOICING”, of the Agreement located on page 4,  
13 lines 19 through 28, and page 5, lines 1 through 13, is deleted in its entirety and replaced with  
14 the following:

15 “COMPENSATION/INVOICING:

16 A. Educational Services: County agrees to pay FCSS, and FCSS agrees to  
17 receive monthly compensation in the amount of Twelve Thousand Five  
18 Hundred Dollars (\$12,500) for the first year of the Agreement. Should the  
19 Agreement be extended beyond the first year, for the first three extensions  
20 (through June 30, 2025), compensation shall increase by five percent (5%)  
21 for each subsequent year, for general operating cost increases. For the  
22 extension period of July 1, 2025 through June 30, 2026, the annual maximum  
23 compensation may be increased by a percentage equal to the National  
24 Consumer Price Index (CPI), but shall not exceed five percent (5%). FCSS  
25 shall notify County’s Chief Probation Officer, or designee, in writing before  
26 June 1<sup>st</sup> with the increase to be implemented by July 1<sup>st</sup>. If FCSS submits a  
27 CPI percentage increase to County’s Chief Probation Officer, or designee,  
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1 after June 1st, the CPI percentage increase will be effective thirty (30) days  
2 from the date received.

3 B. Expanded Educational Services: Retroactively effective September 1, 2024  
4 through June 30, 2025, monthly compensation shall be increased by an  
5 additional Twelve Thousand Five Hundred Dollars (\$12,500). Should the  
6 Agreement be extended into the fifth year, monthly compensation shall  
7 continue to be increased by an additional Twelve Thousand Five Hundred  
8 Dollars (\$12,500) for expanded educational services. The expanded  
9 educational services are not entitled to the allowable CPI increase of up to  
10 5%.

11 FCSS shall submit invoices to the Fresno County Probation Department,  
12 either by mail to the Business Office, 3333 E. American Avenue, Suite B, Fresno,  
13 CA 93725, or electronically to 1) [ProbationInvoices@fresnocountyca.gov](mailto:ProbationInvoices@fresnocountyca.gov) and 2)  
14 [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov).

15 Under no circumstances shall compensation paid by the County to FCSS  
16 under this Agreement exceed One Hundred Fifty Thousand Dollars (\$150,000)  
17 during the first year of this Agreement. If extended for a second year, under no  
18 circumstances shall compensation paid by the County to FCSS under this  
19 Agreement exceed One Hundred Fifty-Seven Thousand Five Hundred Dollars  
20 (\$157,500) during the second year of this Agreement. If extended for a third year,  
21 under no circumstances shall compensation paid by the County to FCSS under  
22 this Agreement exceed One Hundred Sixty-Five Thousand Three Hundred  
23 Seventy-Five Dollars (\$165,375) during the third year of this Agreement. If  
24 extended for a fourth year, under no circumstances shall compensation paid by  
25 the County to FCSS under this Agreement exceed Two Hundred Ninety-Eight  
26 Thousand Six Hundred Forty-Four Dollars (\$298,644) in the fourth year of this  
27 Agreement. If extended for a fifth year, under no circumstances shall  
28 compensation paid by the County to FCSS under this Agreement exceed Three

1 Hundred Thirty-Two Thousand Three Hundred Twenty-Six Dollars (\$332,326) for  
2 the fifth year of this Agreement. In no event shall compensation paid for all  
3 services performed under this Agreement exceed One Million One Hundred  
4 Three Thousand Eight Hundred Forty-Five Dollars (\$1,103,845) during the  
5 potential five-year term of this Agreement.

6 Payments by County shall be in arrears, for services provided during the  
7 preceding month, within forty-five (45) days after receipt and verification of FCSS'  
8 invoices by County's Probation Department."

9 4. When both parties have signed this Amendment No. 1, the Agreement, and this  
10 Amendment No. 1 together constitute the Agreement.

11 5. FCSS represents and warrants to the County that:

12 a. FCSS is duly authorized and empowered to sign and perform its obligations under  
13 this Amendment.

14 b. The individual signing this Amendment No. 1 on behalf of FCSS is duly authorized to  
15 do so and his or her signature on this Amendment No. 1 legally binds FCSS to the  
16 terms of this Amendment No. 1.

17 6. The parties agree that this Amendment No. 1 may be executed by electronic signature  
18 as provided in this section.

19 a. An "electronic signature" means any symbol or process intended by an individual  
20 signing this Amendment No. 1 to represent their signature, including but not limited  
21 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or  
22 (3) an electronically scanned and transmitted (for example by PDF document)  
23 version of an original handwritten signature.

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

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- 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.

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

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

[SIGNATURE PAGE FOLLOWS]

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

3 FRESNO COUNTY SUPERINTENDENT OF COUNTY OF FRESNO  
4 SCHOOLS

5  
6 *By: Michele Cantwell-Copher, Deputy Supt.*  
7 Michele Cantwell-Copher, Superintendent  
8 1111 Van Ness Avenue  
9 Fresno, CA 93721

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

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

13 For accounting use only:

14 Org No.: 34409999  
15 Account No.: 7295  
16 Fund No.: 0001  
17 Subclass No.: 10000

	<u>BASE</u>	<u>EXPANDED</u>	<u>TOTAL</u>
18 FY 2021-22	\$150,000	\$0	\$150,000
19 FY 2022-23	\$157,500	\$0	\$157,500
20 FY 2023-24	\$165,375	\$0	\$165,375
21 FY 2024-25	\$173,644	\$125,000	\$298,644
22 FY 2025-26	\$182,326	\$150,000	<u>\$332,326</u>
			\$1,103,845

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