

1 **AMENDMENT NO. 2 TO SERVICE AGREEMENT**

2 This Amendment No. 2 to Service Agreement ("Amendment No. 2") is dated
3 _____ and is between B.I. Incorporated, a Colorado corporation, registered in
4 California and doing business as B.I. Correctional Services, Inc., which is a wholly owned
5 subsidiary of The GEO Group, Inc., a Florida corporation ("Contractor"), and the County of
6 Fresno, a political subdivision of the State of California ("County").

7 **Recitals**

8 A. On January 26, 2021, the County and the Contractor entered into County agreement
9 number A-21-026 ("Agreement"), to provide evidence-based re-entry employment readiness
10 services for in-custody and out of custody adult offenders on probation in the Pretrial Program,
11 Justice Assistance Grant (JAG) Program, or the Adult Re-Entry Planning Program (ARPP).
12 These services include, but are not limited to assessing participants, development of individual
13 employment plans providing education resources, employment readiness skills, vocational
14 certifications, job coaching, employment search assistance, and placement referrals.

15 B. On March 28, 2023, the County and the Contractor entered into Amendment No. 1 to
16 increase the number of daily and annual participants funded through the AB109 Realignment
17 funds and increase the maximum compensation.

18 C. Over the course of administering the JAG ARRP, it has become apparent that expanding
19 outreach and services will significantly support the program's goal of reducing gang activity.
20 Therefore, the County desires to expand the program by increasing the participant age group
21 from 18-30 years of age to 18-40 years of age. The Contractor is qualified, willing, and able to
22 provide re-entry employment readiness services to an expanded JAG population.

23 The parties therefore agree as follows:

24 1. Section 1, of the Agreement located at page 1, lines 21-25 is deleted in its entirety and
25 replaced with the following:

26 "A. Perform for County all evidence-based re-entry employment readiness
27 services to the Probation Department for incarcerated and post release
28 community supervision (PRCS) offenders and offenders ages 18-40 affiliated or

1 previously affiliated with a gang, having a high risk to re-offend, and participating
2 in ARPP, and fulfill all responsibilities in accordance with the Scope of Work,
3 attached as Exhibit A and incorporated by this reference.”

4 2. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
5 1, and this Amendment No. 2 together constitute the Agreement.

6 3. The Contractor represents and warrants to the County that:

7 a. The Contractor is duly authorized and empowered to sign and perform its obligations
8 under this Amendment No. 2.

9 b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly
10 authorized to do so and his or her signature on this Amendment No. 2 legally binds
11 the Contractor to the terms of this Amendment No. 2.

12 4. The parties agree that this Amendment No. 2 may be executed by electronic signature
13 as provided in this section.

14 a. An “electronic signature” means any symbol or process intended by an individual
15 signing this Amendment No. 2 to represent their signature, including but not limited
16 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
17 (3) an electronically scanned and transmitted (for example by PDF document)
18 version of an original handwritten signature.

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

24 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
25 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
26 2, Title 2.5, beginning with section 1633.1).

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

4 e. This Amendment No. 2 is not conditioned upon the parties conducting the
5 transactions under it by electronic means and either party may sign this Amendment
6 with an original handwritten signature.

7 5. This Amendment No. 2 may be signed in counterparts, each of which is an original, and
8 all of which together constitute this Amendment No. 2.

9 6. The Agreement as previously amended and as amended by this Amendment No. 2 is
10 ratified and continued. All provisions of the Agreement as previously amended and not
11 amended by this Amendment No. 2 remain in full force and effect.

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

3 BI., Incorporated, dba BI Correctional
4 Services, Inc.

COUNTY OF FRESNO

5 
6 _____
7 Derrick D. Schofield, Vice President

8 4955 Technology Way
9 Boca Raton, FL 33431

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 By: _____
11 Deputy

12 For accounting use only:

13 Org No.: 34300390
14 Account No.: 7295
15 Fund No.: 0001
16 Subclass No.: 10000

17 Org No.: 34321975
18 Account No.: 7295
19 Fund No.: 0001
20 Subclass No.: 10000
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