

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 No. 23-372 on August 25, 2023.

14 B. On July 9, 2024, the County and the Contractor entered into County agreement number
15 24-383 (“Agreement”), for Contractor to provide services for transitional housing, sustenance,
16 support services/resources, programming, and/or other such services in a safe, clean, drug-free
17 environment for both male and female adults on probation or in the Probation Department’s Pre-
18 Trial Program as set forth by the CCP, including participants in the JAG Adult Re-entry Planning
19 Program (“ARPP”). ARPP is designed to facilitate successful reentry into the community after
20 release from custody, thereby reducing gang involvement and increasing public safety.

21 C. On April 16, 2026, the BSCC Board approved a request to offer JAG grantees a nine-
22 month, no cost extension, extending the grant’s service period to June 30, 2027, and the grant
23 period to September 30, 2027. On May 13, 2026, BSCC provided the Department the formal
24 amendment to extend grant Agreement No. 23-372.

25 D. The County and the Contractor now desire to amend the Agreement to increase the
26 contract maximum and extend services to the JAG ARPP program participants for one year.

27 The parties therefore agree as follows:
28

1 1. A portion of section 4.2 of the Agreement, located on page 5, lines 13-18, is deleted and
2 replaced with the following:

3 "4.2 The maximum compensation payable to the Contractor for JAG-funded
4 services provided under this Agreement from August 1, 2024, to June 30, 2027,
5 shall not exceed Ninety-Eight Thousand, Six Hundred Twenty-Four Dollars
6 (\$98,624)."

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

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

- 10 a. The Contractor is duly authorized and empowered to sign and perform its obligations
11 under this Amendment No. 1.
- 12 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
13 authorized to do so and his or her signature on this Amendment No. 1 legally binds
14 the Contractor to the terms of this Amendment No. 1.

15 4. The parties agree that this Amendment No. 1 may be executed by electronic signature
16 as provided in this section.

- 17 a. An "electronic signature" means any symbol or process intended by an individual
18 signing this Amendment No. 1 to represent their signature, including but not limited
19 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
20 (3) an electronically scanned and transmitted (for example by PDF document)
21 version of an original handwritten signature.
- 22 b. Each electronic signature affixed or attached to this Amendment No. 1 is deemed
23 equivalent to a valid original handwritten signature of the person signing this
24 Amendment No. 1 for all purposes, including but not limited to evidentiary proof in
25 any administrative or judicial proceeding, and (2) has the same force and effect as
26 the valid original handwritten signature of that person.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 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.

5. 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.

6. 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 TURNING POINT OF CENTRAL
4 CALIFORNIA, INC.

COUNTY OF FRESNO

5
6 *Ryan Banks*

7 Ryan Banks, Chief Executive Officer

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

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

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

14 By: _____
15 Deputy

16 For accounting use only:

17 Org No.: 34300390
18 Account No.: 7295
19 Fund No.: 0001
20 Subclass No.: 10000

21 Org No.: 34321975
22 Account No.: 7295
23 Fund No.: 0001
24 Subclass No.: 10000