

1 **AMENDMENT NO. 3 TO SERVICE AGREEMENT**

2 This Amendment No. 3 to Service Agreement (“Amendment No. 3”) is dated  
3 \_\_\_\_\_ and is between B. I. Incorporated, a doing business and registered in  
4 California as BI Correctional Services, Inc., a Colorado corporation, and 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 June 22, 2021, the County and the Contractor entered into County agreement  
9 number 21-222 (“Agreement”), for Contractor to operate a Day Reporting Center (“DRC”) to  
10 provide evidence-based programming to adult offenders. Services include, but are not limited to,  
11 daily check-ins, random drug testing, job skills training/placement, substance abuse counseling,  
12 anger management, family and parenting counseling, educational services/GED, life skills,  
13 relapse prevention, and mental health assessments.

14 B. On December 13, 2022, the County and the Contractor entered into Amendment No. 1  
15 to the Agreement, adding services for the administration of financial questionnaires to in-  
16 custody, Pretrial-eligible defendants, and increasing the maximum compensation amount  
17 accordingly. These added services were part of the Pretrial Services Expansion Program and  
18 compensated through funding from the Superior Court.

19 C. On November 4, 2025, the County and the Contractor entered into Amendment No. 2 to  
20 the Agreement, terminating services for the administration of financial questionnaires to in-  
21 custody, Pretrial-eligible defendants, retroactively effective to October 1, 2025.

22 D. The County and the Contractor now desire to further amend the Agreement to extend  
23 the term of this Agreement to ensure the continuation of Contractor’s services until the County’s  
24 Request for Proposal process is completed, and establish compensation for the period of the  
25 extension.

26 The parties therefore agree as follows:

27 1. Section 3 of the Agreement, as previously amended, is deleted and replaced with the  
28 following:

1           “3.1    **Term.** This Agreement is effective on July 1, 2021, and terminates on  
2           December 31, 2026, except as provided in Section 3.2, “Extension,” or Section 4,  
3           “Termination,” below.

4           3.2    **Extension.** The term of this Agreement shall be automatically extended  
5           for no more than one six-month period, effective January 1, 2027, unless the  
6           County or Contractor give thirty (30) days’ advance written notice to the other  
7           party that they do not wish to exercise the extension. The Chief Probation Officer  
8           or his or her designee is authorized to sign the written approval on behalf of the  
9           County, based on the Contractor’s satisfactory performance. The extension of  
10          this Agreement by the County is not a waiver or compromise of any default or  
11          breach of this Agreement by the Contractor existing at the time of this extension  
12          whether or not known to the County. Effective January 1, 2027, the Agreement  
13          may be terminated without cause by the County or Contractor upon the giving of  
14          thirty (30) days’ advance written notice to the other party.”

15          2. A portion of Section 5 of the Agreement, as previously amended, located on page 6,  
16          lines 10-25, is deleted and replaced with the following:

17                 “The maximum compensation payable to the Contractor under this Agreement  
18                 shall not exceed \$3,365,978 from July 1, 2021, through June 30, 2026. The  
19                 maximum amount payable to the Contractor under this Agreement shall not  
20                 exceed \$377,529 from July 1, 2026, to December 31, 2026. The maximum  
21                 amount payable to the Contractor under this Agreement shall not exceed  
22                 \$377,529 from January 1, 2027, to June 30, 2027. In no event shall all  
23                 compensation paid for services performed under this Agreement exceed  
24                 \$4,121,036 during the total possible six-year term of this Agreement. The  
25                 Contractor acknowledges that the County is a local government entity, and does  
26                 so with notice that the County’s powers are limited by the California Constitution  
27                 and by State law, and with notice that the Contractor may receive compensation  
28                 under this Agreement only for services performed according to the terms of this

1 Agreement and while this Agreement is in effect, and subject to the maximum  
2 amount payable under this section. The Contractor further acknowledges that  
3 County employees have no authority to pay the Contractor except as expressly  
4 provided in this Agreement.”

5 3. When both parties have signed this Amendment No. 3, the Agreement, Amendment No.  
6 1, Amendment No. 2, and this Amendment No. 3 together constitute the Agreement.

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

8 a. The Contractor is duly authorized and empowered to sign and perform its obligations  
9 under this Amendment No. 3.

10 b. The individual signing this Amendment No. 3 on behalf of the Contractor is duly  
11 authorized to do so and his or her signature on this Amendment No. 3 legally binds  
12 the Contractor to the terms of this Amendment No. 3.

13 5. The parties agree that this Amendment No. 3 may be executed by electronic signature  
14 as provided in this section.

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

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

25 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
26 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
27 2, Title 2.5, beginning with section 1633.1).

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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. 3 is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 3 with an original handwritten signature.

6. This Amendment No. 3 may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 3.

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

*[SIGNATURE PAGE FOLLOWS]*

1 The parties are signing this Amendment No. 3 on the date stated in the introductory  
2 clause.

3 BI Incorporated dba BI Correctional Services, COUNTY OF FRESNO  
4 Inc.

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6 Derrick D. Schofield, Vice President, Reentry  
7 Services

8 4955 Technology Way  
9 Boca Raton, FL 33431

Garry Bredefeld, 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  
11 By: \_\_\_\_\_  
Deputy

12 For accounting use only:

13 Org No.: 34300300  
14 Account No.: 7295  
15 Fund No.: 0001  
16 Subclass No.: 10000  
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