

THIRD AMENDMENT TO THE AGREEMENT FOR SERVICES #4379

This Third Amendment to the Agreement for Services #4379 (“Third Amendment”) has an effective date of January 15, 2024, (“Third Amendment Effective Date”) and is by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and Praeses, LLC, a limited liability company, duly qualified to conduct business in the State of Louisiana, whose principal place of business is 330 Marshall Street, Suite 800, Shreveport, LA 71101, (hereinafter referred to as (“Consultant”)) and whose Agent for Service of Process is Corporation Service Company, CSC-Lawyers Incorporation Service.

WHEREAS, on January 15, 2020, County and Consultant entered into an Agreement in which Consultant agreed to provide inmate communications consulting, management, and reconciliation services; and

WHEREAS County and Consultant agreed to modify the Agreement as stated in the First Amendment dated June 23, 2020, and the Second Amendment dated January 15, 2021.

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, County and Consultant hereby agree to further amend the terms of the Agreement as follows:

1. Section **ARTICLE II** shall be deleted in its entirety and replaced with the following:

ARTICLE II

Term: This Agreement became effective on January 15, 2020, for an initial term of four (4) years and an expiration date of January 14, 2024 (“Initial Term”). County has the right to renew the Agreement for an additional four (4) year term upon thirty (30) days written notice to the Consultant prior to the expiration of the Initial Term or renewal term(s) of this Agreement. County hereby exercises its right to renew the Agreement for an additional four (4) years term, which shall become effective on January 15, 2024, and remain in force throughout the renewal term, with an expiration date of January 14, 2028 (“Renewal Term”). Either party can provide notice of termination to other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration of the Agreement and any renewal term(s).

2. Section **ARTICLE III** shall be deleted in its entirety and replaced with the following:

ARTICLE III

Compensation for Services: County shall pay Consultant a monthly management fee for the Initial Term of this Agreement as follows:

For the period January 15, 2020, to January 31, 2020 (March 2020 remittance), County shall pay Consultant a flat monthly management fee of \$5,900.00. For the period of February 1, 2020, to April 30, 2020 (April 2020 to June 2020 remittance period), County shall pay Consultant a monthly management fee of 12% of the total monies and economic benefits (including but not limited to signing bonuses, technology grants, and any other compensation) paid by Inmate Communications Service Providers (“ICSP”) to the County. For the period of May 1, 2020 to January

14, 2024 (July 2020 to March 2024 remittance period), County shall pay Consultant a one-time implementation fee of \$2,500.00 and a flat monthly management fee of \$3,199.00. Additionally, County shall pay Consultant a management fee percentage equal to 12% of any additional economic benefits paid by Inmate Communications Services Providers (“ICSP”) to the County. Economic benefits include, without limitation, revenue share true-ups, signing/renewal bonuses, technology grants, liquidated damages fees, and any minimum monthly or annual guarantee true-ups. The monthly fee of 12% shall not apply to any inmate communications equipment.

Total amount of the Initial Term of this Agreement shall not exceed \$180,000.00 for the four (4) year period.

Effective with the Third Amendment Effective Date, County shall pay Consultant a monthly management fee for the Renewal Term(s) of this Agreement as follows:

For the period beginning January 15, 2024 (March 2024 remittance period), through expiration of the renewal term of the Agreement, County shall pay Consultant a flat monthly management fee of \$3,750.00 and a management fee percentage equal to 12% of any additional economic benefits paid by ICSP to the County. Economic benefits include, without limitation, revenue share true-ups, signing/renewal bonuses, technology grants, liquidated damages fees, and any minimum monthly or annual guarantee true-ups. The monthly fee of 12% shall not apply to any inmate communications equipment.

Total amount of the Renewal Term of this Agreement shall not exceed \$180,000.00 for the four (4) year period.

Consultant will provide monthly revenue reporting to the County in a format approved by County. Consultant will modify or revise the reporting formats as requested by County and mutually agreed upon. The management fee described above will be deducted monthly from the payment remitted by Consultant to County along with the monthly reports. Consultant will remit to County on a mutually agreed-upon date following the receipt month of commissions and traffic reports from ICSP.

3. Section **ARTICLE XVIII** shall be deleted in its entirety and replaced with the following:

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. County’s Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County’s Conflict of Interest

Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XI, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as expressly modified by the First Amendment, the Second Amendment and this Third Amendment, the provisions and conditions of the original Agreement, as amended, are unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by the First Amendment, Second Amendment and Third Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

Requesting Contract Administrator Concurrence:

By:

Dated:

Monica Ferguson
Chief Fiscal Officer
Sheriff's Office

Requesting Department Head Concurrence:

By:

Dated:

Jeff Leikauf
Sheriff

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #4379 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Wendy Thomas
Chair, Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

-- CONSULTANT --

Praeses, LLC
A Louisiana Limited Liability Company

By: _____
Ann Day
President
"Consultant"

Dated: _____

PRAESES, INC.,

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual