

**AMENDMENT NO. 1
OF NAPA COUNTY AGREEMENT NO. 190310B**

**PARTICIPATION AGREEMENT BETWEEN THE COUNTY OF NAPA AND GC
SERVICES LIMITED PARTNERSHIP**

THIS AMENDMENT NO. 1 TO PARTICIPATION AGREEMENT No. 190310B is made and entered into as of this _____, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and GC Services Limited Partnership, whose mailing address is 4900 Rivergrade Road, Irwindale, CA 91706, herein after referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, on May 7th, 2019, COUNTY and CONTRACTOR entered into Agreement No. 190310B (hereinafter referred to as "Agreement") for CONTRACTOR to collect the unpaid fines, fees and costs owed to the County as ordered or assessed by Court, and to collect restitution for victims of crimes after sentencing of the responsible party; and

WHEREAS, the County wishes to engage the services of CONTRACTOR to continue to collect victim restitution and acknowledge the need for a contract amendment after state laws that changes the ability of companies to charge a fee on the fines collected; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to reflect the change in scope to provide a payment to the CONTRACTOR to engage in victim restitution and to increase the contract maximum by \$100,000.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. This Agreement is hereby modified to add Term 2.f. as follows:

Paragraph 2. Scope of Services, f. Victim Witness Restitution Collection. GC Services shall provide two staff persons whose tasks shall include, but are not limited to: verifying checks twice per week, preparing spreadsheets, updating notes in Vendor Application, preparing checks to mail out and sending letters at the post office, attending victim restitution court to provide payment information to the judicial officer, make manual placement efforts, manage victim calls and probation emails containing questions on payment, creating victim restitution disbursement reports no less than once a week, maintaining the victim restitution/VCB database, creating a VR/VCB collection distribution report, updating Napa database and Vendor Application with correction balances from EOS, implementing wage garnishment and/or tax intercept when

appropriate, provide client with case payment updates for restitution court, work with client to establish payment plans; provide follow up on unpaid/delinquent accounts; provide all requested detailed data in a timely manner; respond to all public records request in a timely manner, and provide active collection efforts on all victim restitution accounts.

2. This Agreement is hereby modified to add Term 4.i. to the Pricing and Payment Structure clause of the original Participation Agreement:

4.i. COUNTY shall issue a monthly payment in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) payable to CONTRACTOR on or around the 1st of every month.

3. This Agreement is hereby modified to add Term 23 as follows:

Paragraph 23. Victim Witness Restitution Fees

- a. **Maximum Amount.** The maximum payments from COUNTY to CONTRACTOR under this Agreement shall be a total of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for professional services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.
- b. **Method of Payment.** All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.
- c. **Expenses.** No travel or other expenses will be reimbursed by the COUNTY.
- d. **CONTRACTOR shall submit invoices not more often than monthly to the Staff Services Manager who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "A".**
- e. **Legal status.** So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the CHIEF PROBATION OFFICER upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by

CONTRACTOR within the State of California.

- 4. This Agreement is hereby modified to add Exhibit A, attached hereto and incorporated by this reference.
- 5. Except as provided in Paragraph 1 of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

GC SERVICES LIMITED PARTNERSHIP
BY ORG GC GP Buyer, LLC, as general partner

DocuSigned by:

 By _____
 CCDE954E858B46B...
 Mario Baddour, CEO & President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM: Office of County Counsel By: <u>/s/ COREY S. UTSUROGI</u> Deputy County Counsel Date: <u>11/28/2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: Clerk of the Board of Supervisors By: _____
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EXHIBIT "A"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]
 Taxpayer ID #

**SAMPLE
 INVOICE**

INVOICE # _____
 DATE: _____

TO:
 [Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:
 [Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					

Certificate Of Completion

Envelope Id: 4E425494DFEF4B278C8FC6B09B79BC29	Status: Completed
Subject: Complete with DocuSign: (JCC - Napa) PA Amend 01 [10.04.22] - GC conformed.docx	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Contract Routing
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	6330 Gulfton St.
	Houston, TX 77081
	ContractRouting@gcserv.com
	IP Address: 207.247.120.162

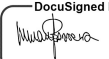
Record Tracking

Status: Original	Holder: Contract Routing	Location: DocuSign
10/4/2022 2:46:01 PM	ContractRouting@gcserv.com	

Signer Events

Mario Baddour
 mario.baddour@gcserv.com
 President & CEO
 GC Services Limited Partnership
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 CCDE954E858B46B...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 174.203.134.249
 Signed using mobile

Timestamp

Sent: 10/4/2022 2:46:02 PM
 Viewed: 10/4/2022 7:23:45 PM
 Signed: 10/4/2022 7:25:31 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Alyse McMenamin
 Alyse.McMenamin@gcserv.com
 Security Level: Email, Account Authentication (None)

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 Viewed: 10/4/2022 2:46:01 PM
 Signed: 10/4/2022 2:46:01 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Contract Routing
 ContractRouting@gcserv.com
 GC Services Limited Partnership
 Security Level: Email, Account Authentication (None)

COPIED

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 Resent: 10/4/2022 7:25:34 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/4/2022 7:23:45 PM
Signing Complete	Security Checked	10/4/2022 7:25:31 PM
Completed	Security Checked	10/4/2022 7:25:31 PM

Payment Events	Status	Timestamps
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