

**EL DORADO COUNTY  
PUBLIC COMMUNICATIONS SERVICES  
INMATE PHONE MANAGEMENT AGREEMENT  
Amendment No.2**

**WHEREAS:** Client has, in concert with the El Dorado County Probation Department, requested that PCS provide pay telephone services to the existing Juvenile Hall facility in Placerville and to the Juvenile Hall facility that is being constructed in Lake Tahoe, and

**WHEREAS:** PCS has subsequently agreed to design and install a new inmate telephone system for these facilities,

**Therefore:** Client and PCS amend their Agreement as follows effective upon execution:

- a. Addendum B is included in this Amendment and is hereby added to the Agreement.

**EL DORADO COUNTY SHERIFF**

11/25/03  
Date

Jeff Neves  
Jeff Neves, Sheriff/Coroner (Client)

**EL DORADO COUNTY PROBATION DEPARTMENT**

11-25-03  
Date

Joseph S. Warchol\*  
Joseph S. Warchol II,  
Chief Probation Officer

**PUBLIC COMMUNICATIONS SERVICES, INC.**

11-24-03  
Date

Tommie Joe  
Tommie Joe  
Chief Operating Officer

**EL DORADO COUNTY BOARD OF SUPERVISORS**

December 9, 2003  
Date  
ATTEST: DIXIE L. FOOTE, Clerk  
of the Board of Supervisors

Helen Baumann  
Helen Baumann, Chair  
El Dorado County Board of Supervisors

by Margaret E. Moody  
DEPUTY 12-9-03

## ADDENDUM B

- a. PCS will be the single point of contact for the **El Dorado County Probation Department** pertaining to all issues related to the Ward/Detainee Phones and Ward/Detainee Phone equipment. PCS' management services provided to the Sheriff (Client) are included herein by reference and automatically extended to the Probation Department.
- b. PCS shall install a system for Ward/Detainee telephones. PCS shall assume full responsibility for uninterrupted services to El Dorado County Probation Department during installation, transition, staff training and maintenance of new system(s) thereafter. These services shall be in addition to the other Management services specified within the Agreement and shall be at no additional costs to the El Dorado County Probation Department. The new system shall have selected call-blocking, will not allow for incoming telephone calls; will allow for specific free calls and will include a minimum of two (2) but not more than four (4) new instruments at the Placerville facility and all new instruments at the South Lake Tahoe facility. Manual cut-off switches to be installed in the control room of both facilities. The system is to be installed and operational not later than December 16, 2003 for the Juvenile Hall located in Placerville and for the newly constructed Juvenile Hall facility in Lake Tahoe upon its opening.
- c. Commissions to be paid to El Dorado County Probation Department will be calculated on gross billable revenue. Gross billable revenue is defined as all gross local, IntraLata, InterLata and Interstate (0+) charges billed to an end-user and without any deductions for fraud, un-billable, or un-collectable calls.
- d. Upon the Effective Date of the Ward/Detainee Phone Management Agreement, PCS will charge a fee of five percent (5%) based on the gross billable monthly Local, IntraLata, InterLata and Interstate charges from all revenue streams, hereinafter referred to as Management Fee.
- e. PCS will pay El Dorado County Probation Department, commissions upon the following tiered commission scale (less management fee), based upon the total of all gross billable local, IntraLata, InterLata and Interstate calls completed from each Ward/Detainee telephone (ANI) number at El Dorado County Probation Department's facilities.

i. \$0-\$100	=	0% commission
ii. \$101-\$250	=	25% commission
iii. \$251-\$350	=	30% commission
iv. \$351-\$400	=	40% commission
v. \$401 or greater	=	45% commission
- f. Commissions will be paid on a monthly basis within thirty to forty-five (30-45) days after the close of the revenue month.



- g. As this constitutes a new system and as the newly constructed facility in Lake Tahoe is scheduled for occupancy in September 2004 it is agreed that PCS and the Probation Department will meet in approximately six (6) calendar months from execution of this Amendment to further evaluate service needs, commissions, and such other items as may be material to the Probation Department and/or PCS.

To the extent this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall govern and shall replace and supersede the Agreement; all other terms and conditions of the Agreement shall remain in full force and effect.

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