

# ORIGINAL

## FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES #4379

This First Amendment to Agreement for Services #4379 (“First Amendment”) has an effective date of June 23, 2020, (“First Amendment Effective Date”) between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and Praeses, LLC, a Limited Liability Corporation, duly qualified to conduct business in the State of Louisiana, whose principle 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

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

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

### **ARTICLE III**

**Compensation for Services:** For the period of January 15, 2020 to January 30, 2020, County paid Consultant a flat monthly management fee of \$5,900.00.

For the period of February 1, 2020 to April 30, 2020, County paid 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.

Effective with the First Amendment Effective Date, County shall pay Consultant a one-time implementation fee of \$2,500.00. Effective for the July 2020 remittance period, May 2020 traffic, to the expiration of the contract, County shall pay Consultant a flat monthly management fee of \$3,199.00. Additionally, County shall pay Consultant a management fee percentage of 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.

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.

Total amount of this Agreement shall not exceed \$36,000 for the two (2) year period.

2. Section **ARTICLE XI, Subsection D.** shall be deleted in its entirety and replaced with the following:

D. Termination or Cancellation for Convenience: Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by either Party without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as

of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

3. **Exhibit "A"** marked "**Scope of Services**" is hereby deleted in its entirety and replaced with the attached Exhibit A, which exhibit is made part of this Agreement by reference.
4. Except as expressly modified by this First 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 this First 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: Jon DeVille  
Jon DeVille  
Chief Fiscal Officer  
Sheriff's Office

Dated: 7/17/20

**Requesting Department Head Concurrence:**

By: John D. Agostini  
John D. Agostini  
Sheriff

For: 

Dated: 7/17/20

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the dates indicated below.


-- COUNTY OF EL DORADO --

By:  \_\_\_\_\_  
Purchasing Agent  
Chief Administrative Office  
"County"

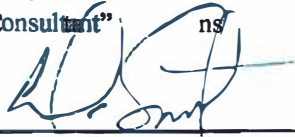
Dated: 8/10/2020

-- CONSULTANT --

Praeses, LLC  
A Louisiana limited liability company

By:  \_\_\_\_\_  
Adam Rosen  
President  
"Consultant" ns

Dated: 7/15/20

By:  \_\_\_\_\_  
Drew Smith  
General Counsel  
"Consultant"

Dated: 15 July 2020

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**Pursuant to First Amendment**

*Praeses shall provide the following services:*

**I. MANAGEMENT**

Day-to-Day Management Services

Praeses will provide County with a single point of contact (National Account Manager) for all inmate communications issues. This individual will work directly with each County facility to manage and coordinate day to day issues, including, but not limited to:

- End-user requests/issues
- Repair/service issues
- Coordination of on-site technicians
- System upgrades/maintenance
- Investigative reports
- Blocked numbers
- Coordination of new installation of equipment/features
- Maintenance of inventory (phones, devices, rate plans, commission structures, equipment)
- Verification of “free” attorney, bail bondsmen, etc. phone numbers
- Telephone/device removals and relocations
- Inmate Communications Service Provider (ICSP) issues (validation of rates, fees, etc.)
- Reporting and commissions
- Opportunities for improvement in technology, commissions, and service

ICSP Compliance Services

- Work with ICSP(s) and County to facilitate optimal inmate telecommunications customer service from the ICSP(s).
- Work with ICSP(s) and County to validate ICSP(s) is (are) contractually compliant with its service offerings.
- Work with ICSP(s) to facilitate timely responses to open requests.

**II. CONSULTING AND MARKET INTELLIGENCE**

Praeses will conduct additional in-depth requirements gathering and site surveys to understand County’s unique needs and requirements affecting its inmate communications environment. Praeses will consult with County to:

- Advise County of new technologies, regulations, and industry trends and facilitate the implementation and ongoing use of any technologies chosen by County.
- Consult through any Request for Proposal (“RFP”) process or contract renewal process which will include, at County’s sole option, RFP creation, ICSP RFP response summaries, contract negotiations, and ICSP equipment transitions.

**III. RECONCILIATION**

The reconciliation services to be provided by Praeses include:

- Evaluate the accuracy of invoices, rates, revenues, and financial remuneration.
- Work at the discretion of County to collect any earned but unpaid monies.
- Utilize proprietary methods to detect errors and identify trends and anomalies.

**IV. COMMISSARY CONSULTING AND MARKET INTELLIGENCE**

Praeses will provide County with consulting on commissary services on an as needed basis. Praeses will consult with County to:

- Advise County of new commissary technologies, regulations and industry trends.
- Should the County require an additional contract term or changes to the current terms with the incumbent commissary provider, Praeses will, at the direction of the County, prepare an

amendment draft reflecting the required terms and conditions, assist in contract negotiations and coordinate amendment execution.

***County responsibilities:***

- I. County agrees to retain a Letter of Agency designating Praeses as its authorized Agent with respect to all matters regarding the provisioning of the inmate communications services.
- II. County shall provide Praeses, to the extent possible, with County's records to assist Praeses in providing the Scope of Services. Such information will include but not be limited to:
  - Average Daily Population and number of beds at each County facility;
  - Number of telephones/devices located in County's facilities and used by inmates;
  - Copies of current ICSP contracts and any amendments;
  - Information about the ICSP at each County facility including company name and contact person;
  - Any other information pertinent to Praeses' management of the inmate communications environment.
- III. County shall provide Praeses reasonable access to County facilities during normal business hours for the purposes of inspecting, evaluating, and monitoring the inmate telecommunications quality. County shall also provide authorization for remote access (approved user level) from the ICSP(s).
- IV. County shall assist Praeses with obtaining data from ICSP(s) if/or when ICSP(s) declines to give the requested data to Praeses.