

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN LAKE COUNTY SHERIFF'S OFFICE AND PRAESES, LLC**

THIS FIRST AMENDMENT ("First Amendment") has an effective date of May 1, 2023 ("First Amendment Effective Date") and is between the Lake County Sheriff's Office ("LCSO") and Praeses, LLC ("Praeses").

WHEREAS, on February 11, 2014, LCSO and Praeses entered into an Agreement under which Praeses agreed to provide certain inmate telephone consulting, management, market intelligence, and reconciliation services as outlined in Exhibit A of the Agreement.

NOW, THEREFORE, LCSO and Praeses desire to amend the terms of the Agreement as follows:

1. Any reference to inmate telephone management shall be amended to inmate communication management. Any reference to inmate telephone services shall be amended to inmate communication services and/or equipment. Inmate communication services shall include, but are not limited to inmate telephones, video visitation, tablets and other associated services and transactions.
2. Any reference to Inmate Telecommunication Service Providers or "ITSP" shall be amended to Inmate Communication Service Provider(s) or "ICSP(s)".
3. **Section II. Compensation and Reporting** is hereby deleted in its entirety and replaced with the following:

II. COMPENSATION AND REPORTING

- a) For the period beginning February 11, 2014, and ending April 31, 2023, LCSO shall pay Praeses a monthly fee of 12% of the total monies and benefits (signing bonuses, technology grants, etc.) paid by Inmate Communication Service Provider(s) ("ICSP(s)") to LCSO. The parties agree to maintain a minimum annual fee threshold of \$18,000. At the end of any contract year if the sum of Praeses' monthly fees (not including fees paid for any signing bonuses, technology grants, or historical reconciliation compensation, etc.) is less than the annual fee threshold, LCSO agrees to pay the difference in the next monthly remittance.

Should the LCSO or Praeses terminate the agreement or make changes to Praeses' monthly fee prior to the annual anniversary date, then the minimum annual threshold shall be prorated for the year and any fees due Praeses shall be invoiced to LCSO.

- b) For the period beginning on the First Amendment Effective Date and remaining in full force unless otherwise modified by an amendment to the Agreement, LCSO shall pay Praeses a flat monthly management fee of \$2,975.57.

In the event additional monies are received by LCSO from its ICSP(s) other than the monthly revenue share payment, LCSO shall pay Praeses 12% of the additional monies. Events in which monies are paid by ICSP(s) to LCSO in addition to the monthly revenue share payment include, but are not limited to, signing bonuses, technology grants, true-up payments, and other compensation.

Praeses will provide monthly revenue reporting to LCSO in a format approved by LCSO. Praeses will modify or revise the reporting format as requested by LCSO and mutually agreed upon.

Praeses shall submit an invoice for Praeses' flat monthly management fee described above on the 25th day of the month following the month in which services were rendered. LCSO shall remit payment for the invoice within 30 days. Additionally, Praeses will remit LCSO's monthly revenue share payment along with the monthly reports on a mutually agreed upon remittance date following the receipt of revenue share payments from ICSP(s).

Except as expressly modified by this First Amendment, the provisions and conditions of the Agreement are unchanged and shall remain in full force and effect. The 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.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by its duly authorized representatives on the date(s) shown below.

LAKE COUNTY SHERIFF'S OFFICE:

Chair, Board of Supervisors

Date

Sheriff, Lake County

Date

PRAESES, LLC

Signature 

Ann Day

Typed or Printed Name

President

Title

06/15/23

Date