

AGREEMENT

This Agreement is entered into this 02-11-2014 (Effective Date) by and between Lake County Sheriff's Office ("LCSO"), and Praeses, LLC ("Praeses").

LCSO has requested Praeses to provide certain inmate telephone consulting, management, market intelligence, and reconciliation services, as hereinafter described, and Praeses is willing to provide such services under the terms and conditions set forth below:

I. SCOPE OF SERVICES

Praeses shall provide the services described in the attached Exhibit A.

II. COMPENSATION AND REPORTING

LCSO shall pay Praeses a monthly fee of 12% of the total monies and benefits (signing bonuses, technology grants, etc.) paid by Inmate Telecommunication Service Providers ("ITSP") 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 terminate this agreement for any reason before the annual anniversary date, then the minimum annual threshold shall be prorated for that year and any commissions due Praeses shall be withheld from the final remittance.

LCSO shall pay Praeses a rate of 33.33% of all historical reconciliation compensation paid to LCSO. If no historical reconciliation compensation is collected because LCSO elects not to use reasonable business means to pursue identified historical reconciliation compensation, then LCSO will pay Praeses a rate of 15% of the identified historical reconciliation compensation. Historical reconciliation compensation is defined as specific anomalies in revenue or commissions due LCSO but not initially reported or paid by an ITSP prior to the effective date of this Agreement, which results in compensation due LCSO.

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

III. TERM

This Agreement shall commence on the Effective Date and expire one (1) year from the delivery of the initial monthly revenue report to LCSO and will automatically renew for consecutive one (1) year terms at the original terms and conditions unless either party provides notice of termination to the other via certified mail, return receipt requested, no less than sixty (60) days prior to the expiration date of this Agreement or any subsequent renewal term(s).

IV. TERMINATION

Notwithstanding any provisions in this Agreement to the contrary, LCSO shall provide written notice to Praeses of any alleged breach of this Agreement and Praeses shall have thirty (30) days from the date of the receipt of such written notice to cure same.

Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party. Notice shall be deemed served on the date of receipt of the notice.

V. MISCELLANEOUS TERMS

This Agreement, together with any attachment(s) or addendum(s), represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements, and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived except by a written instrument duly executed by both parties. The failure of either party at any time to require performance

of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either party of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such provision, or of any other provision contained in this Agreement.

LCSO and Praeses shall indemnify and defend each other against any loss, cost, damage, reasonable expense (including reasonable attorney's fees), or liability of any kind paid pursuant to a judgment of court of competent jurisdiction or third-party settlement for damages to property, personal injuries, or deaths, arising directly or indirectly, from the performance of this Agreement, except where such loss, cost, damage, expense, or liability is due to the sole gross negligence of either party, their agents, or employees. Praeses is not responsible for vandalism, holes in walls, or other modification to LCSO's premises. Notwithstanding any provisions in this Agreement to the contrary, neither party shall be liable to the other party for consequential, special, or punitive damages. Notwithstanding the foregoing, in no event shall Praeses' liability exceed the management fees actually received under this Agreement during the previous three (3) months.

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VI. NOTICE

Any notice, demand, request, consent, or approval that either party hereto is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To Lake County Sheriff's Office
Lake County Sheriff's Office
Attn: Mary Beth Strong
PO Box 489
Lakeport, CA 95453

To Praeses:
Praeses, LLC
Attn: Ann O'Boyle
330 Marshall Street, Suite 800
Shreveport, LA 71101
CC: Lynn Boudreaux (at same address)
lynn.boudreaux@praeses.com

VII. INSURANCE

Praeses shall not commence work under this Agreement until Praeses has obtained all the insurance required herein, certificates of insurance have been submitted to LCSO and said insurance has been approved by LCSO. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to LCSO. Praeses shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of Praeses to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with LCSO within ten (10) days after the date of execution of this Agreement by Praeses.

(a) Compensation Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, Praeses shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by Praeses' Workers' Compensation Insurance.

(b) General Liability Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than

one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability. Praeses shall not commence work under this Agreement until Praeses has delivered to LCSO an "Additional Insured Endorsement" naming LCSO, its officers, employees and agents as additional insureds under each of the aforesaid policies in this subparagraph.

(c) Automobile Liability Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Praeses' business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence. Praeses shall not commence work under this Agreement until Praeses has delivered to LCSO, and "Additional Insured Endorsement" naming LCSO, its officers, employees and agents as additional insureds under each of the aforesaid policies in this subparagraph.

(d) Professional Liability Insurance. Praeses shall procure and maintain, at Praeses' own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Praeses is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

(e) Praeses shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in subparagraphs (b) and (c) hereinabove, with minimum limits equal to one-half the amounts required by Praeses and containing the "Additional Insured Endorsement" as required by Praeses in subparagraph (b) and (c) hereinabove.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year shown below.

LAKE COUNTY SHERIFF'S OFFICE

By Pat Turturici (name)
(Title)

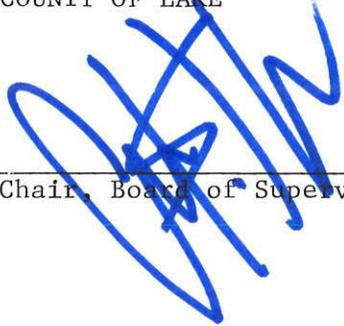
Date: 2/11/14

PRAESES, LLC

By _____ (name)
(Title)

Date: _____

COUNTY OF LAKE



Chair, Board of Supervisors



EXHIBIT A SCOPE OF SERVICES

Praeses shall provide the following services:

I. MANAGEMENT

Day-to-Day Management Services

Praeses will provide LCSO with a single point of contact (National Account Manager) for all inmate communications issues. This individual will work directly with each LCSO 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, rate plans, commission structures, equipment)
- Verification of “free” attorney, bail bondsmen, etc. phone numbers
- Telephone removals and relocations
- Vendor issues (validation of rates, fees, etc.)
- Reporting and commissions
- Opportunities for improvement in technology, commissions, and service

ITSP Compliance Services

- Work with ITSP and LCSO to facilitate optimal inmate telephone customer service from the ITSP
- Work with ITSP and LCSO to validate ITSP is contractually compliant with its service offerings
- Work with ITSP to facilitate timely responses to open requests

II. CONSULTING AND MARKET INTELLIGENCE

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

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

III. RECONCILIATION

The reconciliation services to be provided by Praeses include:

- Evaluate the accuracy of calling rates, revenues, and commissions
- Work at the discretion of LCSO to collect any earned but unpaid monies
- Utilize proprietary methods to detect errors and identify trends and anomalies
- Work at the discretion of LCSO to conduct a historical reconciliation in which Praeses will reconcile all records for the life of the current contract to validate that LCSO has been paid what it earned from its inmate telephone contract

LCSO's responsibilities:

I. LCSO shall promptly execute the Letter of Agency (Exhibit B) designating Praeses as its authorized Agent with respect to all matters regarding the provisioning of the Inmate Telephone System ("ITS") described herein.

II. LCSO shall provide Praeses, to the extent possible, with LCSO's records to assist Praeses in providing the Scope of Services. Such information will include but not be limited to:

- Number of inmate telephones at each LCSO facility;
- Average Daily Population and number of beds at each LCSO facility;
- Number of phones located in LCSO facilities and used by inmates;
- Copies of current ITSP contracts and any amendments;
- Information about the ITSP at each LCSO facility including company name and contact person;
- Revenue and commission data for each inmate telephone at each LCSO facility for the 18 month period prior to Praeses' management;
- Any other information pertinent to Praeses' management of the ITS.

III. LCSO shall provide Praeses reasonable access to LCSO facilities during normal business hours for the purposes of inspecting, evaluating, and monitoring the ITS quality. LCSO shall also provide authorization for remote access (approved user level) from ITSP.

IV. LCSO shall assist Praeses with obtaining data from ITSP if/or when ITSP declines to give the requested data to Praeses.

**EXHIBIT B
LETTER OF AGENCY**

[Insert LCSO letterhead here]

LETTER OF AGENCY

TO: Inmate Telephone Service Equipment Providers and Billing Companies
Commissary Providers
Jail Management System Providers
Video Visitation Providers
Ancillary Service Providers

The undersigned appoints Praeses, LLC as Agent ("Agent") to obtain all information and manage all aspects of the inmate telephone service and related services/products you provide to the undersigned Sheriff's Office, including but not limited to, provision of system remote access, receiving commissions, revenue reports, traffic detail reports, raw call detail records, billing files, LEC reject reports, and any and all other data and reports that are deemed necessary by the Sheriff's Office for the Agent to oversee, fully analyze, and reconcile monthly traffic activity, historical traffic activity, and contract terms regarding inmate telephone service and related services/products, as well as coordinate any modifications (including system interfaces) to the inmate telephone environment and related services/products. The undersigned also confirms that it continues to have the option to act on its own behalf regarding any inmate telephone service issues relating to the locations owned, operated, and/or managed by the undersigned.

You are hereby released from any and all liability for making pertinent information available to the Agent, and/or any successor or assignee, and for following the Agent's instructions with reference to any request for information on the undersigned's public and/or inmate telephone service. Furthermore, this Letter of Agency hereby revokes and cancels any prior Letters of Authorization/Agency which may be on file with your establishment.

You may deal directly with the Agent on all matters pertaining to said public and/or inmate telephone service and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until otherwise notified.

Lake County Sheriff's Office:

Agent - Praeses, LLC



Signature

1/31/2014

Date

Signature

Date

Francisco Rivero

Name (Print or Type)

Sheriff

Title

Name (Print or Type)

P.O. Box 489, Lakeport, CA 95453

Sheriff's Office Address

330 Marshall Street, 8th Floor, Shreveport, LA 71101

Agent's Address

707-262-4218

Sheriff's Office Telephone #

(318) 424-8125

Agent's Telephone #