

Rec'd  
6/29/10

R. 17260

**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made and entered into on the last day signed, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and Praeses, LLC, 330 Marshall St. Suite 800, Shreveport, LA 71101, herein after called "Praeses."

**WITNESSETH:**

WHEREAS, pursuant to Resolution 17260, dated April 26, 2010, the legislature did authorize the County Executive to execute a Cooperative Agreement with Praeses of Shreveport, LA, to provide inmate telecommunication management services for use by the Department of Corrections; and,

WHEREAS, Praeses has over 10 years of experience providing inmate telecommunications management, consultation and reconciliation in the correctional marketplace and has agreed to perform independent and objective telecommunications management for the County, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Praeses respectively promise, covenant and agree with each other as follows:

1. Praeses shall provide day to day management, consulting and historical reconciliation for the Jackson County Department of Corrections' Inmate Telecommunications Service Providers (ITSP), as is more fully described in the Request for Proposal 13-10 and the Praeses Proposal submitted in response thereto and attached hereto as Exhibit A and incorporated herein by reference.

**FILED**

JUN 29 2010

MARY JO SPINO  
COUNTY CLERK

2. Praeses shall work as an independent contractor and not as an employee of the County. The manner in which the Services are to be performed and the specific hours to be worked by Praeses shall be determined by Praeses. The County will rely on Praeses to determine and work as many hours as may be reasonably necessary to fulfill Praeses' obligations under this Agreement. Praeses shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Praeses shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. Pricing. Praeses' fee for services rendered will be assessed as follows: (1) a rate of 10.47% of the total monies paid by ITSP to the County for any and all revenues generated by and through the inmate telephone system operated by the ITSP at the County facilities. (2) a rate of 33-1/3% of all historical reconciliation compensation paid to the County. If no historical reconciliation is collected because the County elects not to pursue identified compensation, then the County will pay Praeses a rate of 15% of the identified historical reconciliation compensation. The County's pursuit of identified historical reconciliation compensation is defined as performance of reasonable business means, as defined in the specification of Request for Proposal 13-10. The management fee(s) described above will be deducted monthly by Praeses at the time of the delivery of monthly reports, which will be a mutually agreed upon date.

4. These fees will pay for the management services identified in this Agreement. This will be the only compensation Praeses receives for servicing the County's

account. Praeses shall not receive any additional fees from any ITSP, that are paid based on the revenue generated on the inmate telephones covered by this Agreement.

5. Guarantee. Within the first 18 months of this Agreement, Praeses guarantees that the County will receive, at minimum, its average monthly net return from inmate telephones for the 18 months prior to the effective date of the Agreement. If Praeses fails to increase the average monthly net return to the County enough to cover the Praeses management fee during the first 18 months of the agreement, Praeses will return, within thirty (30) days and upon the request from the County, the difference between the net monthly average revenue earned in the 18 months prior to the Agreement and the net monthly average revenue earned during the 18 months with Praeses under the agreement up to the total fees retained by Praeses. The County will void the guarantee if the County enters into an agreement with an ITSP for rate reductions that cause commission reductions that are beyond Praeses' control or takes any other action that will materially reduce inmate populations or inmate telephone revenue. If either party terminates the agreement prior to 18 months, the guarantee is void.

6. The term of this Agreement shall be effective on the date that it is last signed, for a period of three year. The Agreement will automatically renew for one year periods at the anniversary date unless terminated as described herein. Praeses or County may terminate this Agreement by giving thirty (30) days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Praeses may be entitled to receive or be obligated to perform under this Agreement.

7. Praeses warrants that no officer or employee of the County, whether elected

or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

8. Praeses shall be responsible for its own compliance with all applicable federal, state and local laws and regulations of the jurisdiction(s) in which Praeses' services shall be rendered.

9. Praeses promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

10. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. This Agreement shall be governed by the laws of the State of Missouri.

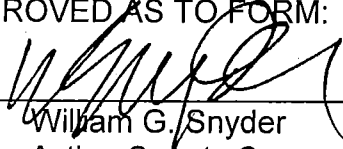
12. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents. Each party agrees to indemnify, defend and hold the other harmless from any and all claims, liability, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person, and for damage to or destruction of property, if and to the extent caused by the negligence, willful misconduct or omissions of a party or its officers, employees or agents during the performance of this Agreement.


13. This Agreement, together with Exhibit A, incorporates the entire

understanding and agreement of the parties. In case of a conflict between these documents, the provisions of this Agreement shall govern.

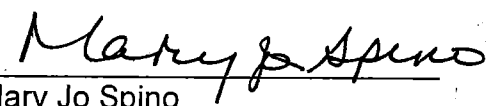
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

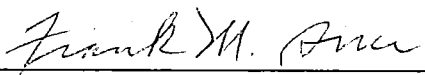
By   
William G. Snyder  
Acting County Counselor

JACKSON COUNTY, MISSOURI  
By   
Michael D. Sanders  
County Executive

ATTEST:

  
Mary Jo Spino  
Clerk of the Legislature

PRAESES, LLC

By  25 June 2010  
Frank Auer  
Chief Executive Officer/ Manager

Federal I.D. Number: 20-8083840



# OFFICE OF THE COUNTY EXECUTIVE

(816) 881-3333  
Fax: (816) 881-3133

JACKSON COUNTY COURTHOUSE

415 EAST 12TH STREET  
KANSAS CITY, MISSOURI 64106

## LETTER OF AGENCY

TO: Inmate Telephone Service / Equipment Providers / Call Billing Companies  
Local Exchange Carriers ("LEC")  
Long Distance Exchange Carriers  
Public / Inmate Telephone Department

The undersigned appoints Praeses, LLC, as agent (hereinafter the "Agent") to obtain all information and manage all aspects of the inmate telephone service you provide to the undersigned customer, including but not limited to, receiving commissions, revenue reports, traffic detail reports, raw call detail records, LEC billing files, LEC reject reports and any and all other data and reports that are deemed necessary by customer for the agent to fully analyze and reconcile monthly traffic activity, historical traffic activity and contract terms regarding inmate telephone service, as well as coordinate any modifications to the inmate telephones or placement thereof. 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 facility(ies) 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.

Customer:

Signature and Date  
MICHAEL D. SANDERS

Name (Print or Type)  
JACKSON COUNTY EXECUTIVE

Title  
Jackson County Executive's Office  
415 East 12<sup>th</sup> Street, KCMo 64106  
Customer's Address

(816) 881-3333  
Customer's Telephone #

Agent:

Signature and Date

FRANK M. AUER

Name (Print or Type)

Chief Executive Officer / CEO / Manager

Title

330 Marshall Street, 8<sup>th</sup> Floor, Shreveport, LA 71101  
Agent's Address

(318) 424-8125  
Agent's Telephone #

