

AMENDMENT #1 TO AGREEMENT

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & LAW SEARCH ASSOCIATES, LLC Doing Business As
LEGAL RESEARCH ASSOCIATES**

THIS AMENDMENT is made to the AGREEMENT for legal research services for inmates at the Monterey County Adult Detention Facility, by and between **LAW SEARCH ASSOCIATES, LLC DBA LEGAL RESEARCH ASSOCIATES**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional time to the AGREEMENT and to increase the total amount of the AGREEMENT due to the additional costs that will be incurred during the extended term of agreement.

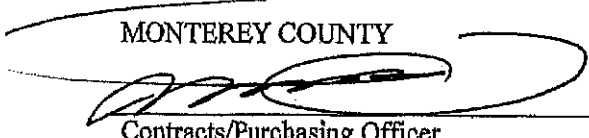
NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., "PAYMENT PROVISIONS" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$30,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed \$90,000.00.*".
2. Section 3., "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from 12/1/2016 to 11/30/2017*" and replacing it with "*The term of this Agreement is from 12/01/2016 to 11/30/2019*".
3. Exhibit A: Scope of Services shall be amended by updating it as per EXHIBIT A1 Revised per Amendment #1 attached hereto.
4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on December 1, 2016.

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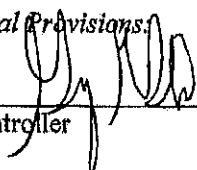
IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 11-17-17

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

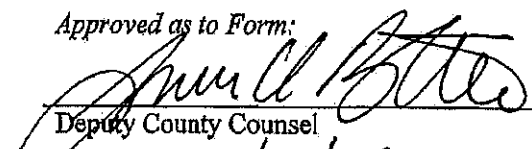
Dated: 11-17-17

Approved as to Liability Provisions:

Risk Management

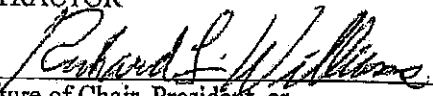
Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: 11/14/17

CONTRACTOR

By: 
Signature of Chair, President, or
Vice-President

RICHARD L. WILLIAMS, OWNER
Printed Name and Title

Dated: 10/01/2017

By: N/A
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

N/A
Printed Name and Title

Dated: N/A

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Law Search Associates, LLC DBA Legal Research Associates

Term: 12/01/2016 to 11/30/2019

Amount: \$90,000.00

EXHIBIT-A-1

EXHIBIT-A-1

To Agreement by and between
Monterey County Sheriff's Office, hereinafter referred to as "County"
AND
Law Search Associates, LLC, DBA Legal Research Associates, hereinafter referred to as
"CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide legal research materials to the inmates of the Monterey County Jail as follows:

A.1.1 All research to be done by CONTRACTOR staff at CONTRACTOR'S facilities;

A.1.2 CONTRACTOR will provide County with a camera-ready master of CONTRACTOR'S desired form that County inmates can use to request legal services. Form may be distributed to inmates in paper format or via county's Telmate tablet system.

A.1.3 County employees or contractors working in housing units will advise inmates requesting law library access of the availability of CONTRACTOR'S services and will provide the paper request form or will direct inmate to use form loaded on tablet to request services;

A.1.4 The completed Requests from the tablet system will be placed in a mailbox which CONTRACTOR has access to. Forms will be retrieved by CONTRACTOR from that site. The site time and date stamps all files sent. Paper forms shall be Faxed to CONTRACTOR.

A.1.5 Faxed forms will be date stamped when received by CONTRACTOR. CONTRACTOR will process requests and return to inmate the information best matching their request. Responses will be shipped to County's facility by overnight courier and distributed to requesting inmates by County employees. Each request form will be date-stamped indicating when CONTRACTOR returned request to County;

EXHIBIT-A-1

A.1.6 Inmates will be allowed up to five (5) items in each request. (e.g. five (5) cases; five (5) statutes; five (5) packets, or any combination thereof). CONTRACTOR will exercise best judgment in counting items. For example, four (4) or five (5) short code sections may be counted as one item. If inmate's request includes more than five (5) items on a single Request form, **only the first five (5) items will be provided**. The Request form includes notice to inmates that if more than five (5) items are needed, a separate form must be completed for each five (5) items.

A.1.7 CONTRACTOR will ship all responses by overnight to County facility at CONTRACTOR cost. CONTRACTOR guarantees shipment of response to each Request within three (3) working days of receipt. If any response requires more time than this, CONTRACTOR will send a memo to the inmate providing reason for the delay. Each response will be packaged in an **opened envelope** and marked **only** with information necessary to deliver it to the requesting inmate. CONTRACTOR shall give priority to Requests submitted by pro per inmates, and to Requests from inmates who have immediately impending court dates;

A.1.8 County agrees that it will not duplicate any of the material CONTRACTOR sends to inmate;

A.1.9 CONTRACTOR will charge according to the following fee schedule on a per-Request basis:

Responses of 1 to 5 pages	\$12.00
Responses of 6 to 25 pages	\$17.00
Responses of 26 to 50 pages	\$22.00
Responses of 51 to 100 pages	\$27.00
Responses of 101 to 150 pages	\$39.00
Responses of 151 to 200 pages	\$44.00
Responses of 201 to 250 pages	\$49.00
Responses of 251 pages or more	\$60.00

A.1.10 At no additional charge, CONTRACTOR will respond in writing to any inmate grievances regarding CONTRACTOR's program and at no additional charge appear in court and/or attend meetings as needed to explain and support CONTRACTOR's program.

EXHIBIT-A-1

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$90,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the terms and rates listed above.

ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract do not exceed those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR shall bill monthly for the Responses sent in the previous calendar month, itemizing the Responses included in the billing. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

CONTRACTOR shall prepare a monthly report providing information on numbers of inmates using our service, categories of information being requested, and total output. There is no minimum charge for CONTRACTOR's service. County will pay each invoice in accordance with Section 6.0 Payment Conditions, in the master agreement.

EXHIBIT-A-1

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.