

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. FIFTEEN TO AGREEMENT NO. 73264
BETWEEN PUBLIC COMMUNICATIONS SERVICES AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Fifteen ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Public Communications Services (hereinafter "CONTRACTOR"), effective as of April 1, 2006, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and Verizon entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, effective October 25, 2005, pursuant to Amendment Number Ten of this AGREEMENT, the AGREEMENT in its entirety, has been assigned to Public Communications Services, and the Sheriff or its designee has been authorized to extend the contract period from November 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.
- C. WHEREAS, this AGREEMENT currently expires on March 31, 2006;
- D. WHEREAS, the COUNTY has entered into a new agreement with another vendor for complete telephone services, which include Local, IntraLATA, InterLATA, Interstate, and International telephone services for inmates and juveniles in all Los Angeles County detention facilities; and
- E. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT to enable a smooth transition to the new agreement with the new vendor;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from April 1, 2006 through April 30, 2006.


Except as expressly provided in this Amendment Number Fifteen, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

**COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. FIFTEEN TO AGREEMENT NO. 73264**

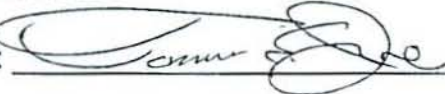
CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Fifteen for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Fifteen to be executed on its behalf by its duly authorized officers, effective as of April 1, 2006.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: 
Leroy D. Baca, Sheriff

PUBLIC COMMUNICATIONS
SERVICES

By: 

PRINT NAME: TOMMIE E. Joe

TITLE: COO

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 
Gary Gross
Principal Deputy County Counsel

Date 3/16/06

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. FOURTEEN TO AGREEMENT NO. 73264
BETWEEN PUBLIC COMMUNICATIONS SERVICES AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Fourteen ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Public Communications Services (hereinafter "CONTRACTOR"), effective as of March 1, 2006, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and Verizon entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, effective October 25, 2005, pursuant to Amendment Number Ten of this AGREEMENT, the AGREEMENT in its entirety, has been assigned to Public Communications Services, and the Sheriff or its designee has been authorized to extend the contract period from November 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.
- C. WHEREAS, this AGREEMENT currently expires on February 28, 2006;
- D. WHEREAS, the COUNTY has entered into a new agreement with another vendor for complete telephone services, which include Local, IntraLATA, InterLATA, Interstate, and International telephone services for inmates and juveniles in all Los Angeles County detention facilities; and
- E. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT to enable a smooth transition to the new agreement with the new vendor;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from March 1, 2006 through March 31, 2006.


Except as expressly provided in this Amendment Number Fourteen, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

**COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. FOURTEEN TO AGREEMENT NO. 73264**


CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Fourteen for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Fourteen to be executed on its behalf by its duly authorized officers, effective as of March 1, 2006.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: 
Leroy D. Baca, Sheriff

PUBLIC COMMUNICATIONS
SERVICES

By: 

PRINT NAME: Tommie E. Joe

TITLE: Chief Operating Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 
Gary Gross
Principal Deputy County Counsel

Date 1/24/06

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. THIRTEEN TO AGREEMENT NO. 73264
BETWEEN PUBLIC COMMUNICATIONS SERVICES AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Thirteen ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Public Communications Services (hereinafter "CONTRACTOR"), effective as of February 1, 2006, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and Verizon entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, effective October 25, 2005, pursuant to Amendment Number Ten of this AGREEMENT, the AGREEMENT in its entirety, has been assigned to Public Communications Services, and the Sheriff or its designee has been authorized to extend the contract period from November 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.
- C. WHEREAS, this AGREEMENT currently expires on January 31, 2006;
- D. WHEREAS, the COUNTY has entered into a new agreement with another vendor for complete telephone services, which include Local, IntraLATA, InterLATA, Interstate, and International telephone services for inmates and juveniles in all Los Angeles County detention facilities; and
- E. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT to enable a smooth transition to the new agreement with the new vendor;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from February 1, 2006 through February 28, 2006.

Except as expressly provided in this Amendment Number Thirteen, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

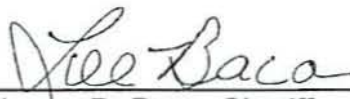


**COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. THIRTEEN TO AGREEMENT NO. 73264**

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Thirteen for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Thirteen to be executed on its behalf by its duly authorized officers, effective as of February 1, 2006.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: 
Leroy D. Baca, Sheriff

PUBLIC COMMUNICATIONS
SERVICES

By: 
PRINT NAME: Tommie E. Joe
TITLE: Chief Operating Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 
Gary Gross
Principal Deputy County Counsel

Date 1/24/06

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

**AMENDMENT NO. TWELVE TO AGREEMENT NO. 73264
BETWEEN PUBLIC COMMUNICATIONS SERVICES AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES**

This Amendment Number Twelve ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Public Communications Services (Assignee of Verizon hereinafter "CONTRACTOR"), effective as of January 1, 2006, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and Verizon entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, effective October 25, 2005, pursuant to Amendment Number Ten of this AGREEMENT, the AGREEMENT in its entirety, has been assigned to Public Communications Services, and the Sheriff or its designee has been authorized to extend the contract period from November 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.
- C. WHEREAS, this AGREEMENT currently expires ~~on~~ December 31, 2005; and
- D. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from January 1, 2006 through January 31, 2006.

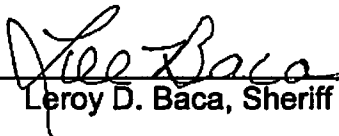
Except as expressly provided in this Amendment Number Twelve, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Twelve for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

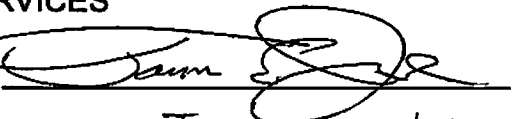
**COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. TWELVE TO AGREEMENT NO. 73264**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Twelve to be executed on its behalf by its duly authorized officers, effective as of January 1, 2006.

**THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT**

By: 
Leroy D. Baca, Sheriff

**PUBLIC COMMUNICATIONS
SERVICES**

By: 

PRINT NAME: Tommie E. Joe

TITLE: Chief Operating Officer

APPROVED AS TO FORM:

**RAYMOND G. FORTNER
County Counsel**

By: 
Gary Gross
Principal Deputy County Counsel

Date 11/28/05

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. ELEVEN TO AGREEMENT NO. 73264
BETWEEN PUBLIC COMMUNICATIONS SERVICES AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Eleven ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Public Communications Services (Assignee of Verizon hereinafter "CONTRACTOR"), effective as of December 1, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and Verizon entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, effective October 25, 2005, pursuant to Amendment Number Ten of this AGREEMENT, the AGREEMENT in its entirety, has been assigned to Public Communications Services, and the Sheriff or its designee has been authorized to extend the contract period from November 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.
- C. WHEREAS, this AGREEMENT currently expires on November 30, 2005; and
- D. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from December 1, 2005 through December 31, 2005.

Except as expressly provided in this Amendment Number Eleven, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Eleven for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.


**COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. ELEVEN TO AGREEMENT NO. 73264**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Eleven to be executed on its behalf by its duly authorized officers, effective as of December 1, 2005.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: 
Leroy D. Baca, Sheriff

PUBLIC COMMUNICATIONS
SERVICES

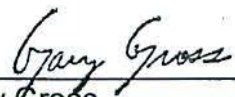
By: 

PRINT NAME: Tommie E. Joel

TITLE: Chief Operating Officer

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 
Gary Gross
Principal Deputy County Counsel

Date 11/29/05

COUNTY OF LOS ANGELES

**AMENDMENT NO. 10 TO Agreement NO. 73264
WITH VERIZON CALIFORNIA, INC.
FOR INMATE TELEPHONE SERVICES**

This Amendment Number 10 (Amendment) is entered into by and between the County of Los Angeles (County), Verizon California, Inc. ("Verizon" or "Assignor"), and Public Communications Services, Inc. ("PCS" or "Assignee") effective as of October 18, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the County and Verizon entered into County Agreement Number 73264 (hereinafter "Agreement") to provide Inmate Telephone services for inmates in Sheriff's Department detention facilities;
- B. WHEREAS, this Agreement currently expires on October 31, 2005; and
- C. WHEREAS, the County and the Verizon desire to extend the term of this Agreement, and Verizon wishes to assign the Agreement as permitted by its terms;
- D. WHEREAS, PCS desires to take over, assume, and perform the Agreement;
- E. WHEREAS the County has agreed to the assumption by PCS of said Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Agreement, County, Verizon and PCS hereby further agree to amend this Agreement as follows:

- 1. Amend the Agreement Term, to extend the contract period from November 1, 2005 to April 30, 2006, on a month-to-month basis in any increment at the discretion of the Sheriff.
- 2. Pursuant to Paragraph 14 (Subcontractors, Assignment and Successors) of Agreement No.73264, Verizon hereby assigns this Agreement in its entirety to PCS, on the terms set forth in the attached Exhibit A (Agreement of Assignment and Assumption).
- 3. Assignee accepts the assignment to it by Assignor of all of Assignor's right, title and interest in and to, and the delegation to it by Assignor of all of Assignor's duties and obligations under the agreement, as stated in Exhibit A.
- 4. Assignee covenants that it approves, ratifies and confirms all terms, covenants and conditions and provisions of the Agreement, that it will perform at its own

expense all duties and obligations imposed on Assignor by the Agreement and that it will be bound by all the terms, covenants, conditions provisions and obligations of the Agreement after the effective date of the assignment, as stated in Exhibit A.

5. County agrees to and acknowledges the assumption and the Agreement by Assignee to perform and be bound by all terms, conditions, covenants, and provisions of the Agreement, and all duties and obligations of Assignor under the Agreement as stated in Exhibit A.

Except as expressly provided in this Amendment, all other provisions, and conditions of the Agreement shall remain the same and in full force and effect.

Verizon, PCS and the persons executing the Amendment on behalf of Verizon and PCS, hereby represent and warrant that the persons executing this Amendment are authorized agents who have actual authority to bind the party to each and every item, condition, and obligation of the Agreement and that all requirements of the party have been fulfilled to provide such actual authority.

[Continued to next page for signatures]

**COUNTY OF LOS ANGELES
AMENDMENT NO. 10 TO Agreement NO. 73264
FOR INMATE TELEPHONE SERVICES**

IN WITNESS WHEREOF, Verizon and PCS have subscribed this Amendment, or caused it to be duly subscribed and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be subscribed on its behalf by its duly authorized officers and attested by the Executive Officer-Clerk of the Board of Supervisors, effective on the date first above written.

THE COUNTY OF LOS ANGELES

By: *Gloria Molina*
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer/Clerk
Board of Supervisors

By: *Sylvia J. Villalobos*
Deputy

VERIZON CALIFORNIA, INC.

By: *Kathy Koelle*
PRINT NAME: *Kathy Koelle*
TITLE: *Sr. Vice President Sales/MTG*
DATE: *9/30/05*



PUBLIC COMMUNICATIONS SERVICES, INC.

By: *Tommy E. Joe*
PRINT NAME: *TOMMIE E. JOE*

TITLE: *COO*
DATE: *9/29/05*

APPROVED AS TO FORM:
RAYMOND G. FORTNER
County Counsel

By: *Gary Gross*
Gary Gross
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

OCT 25 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

3-10-05

AGREEMENT OF ASSIGNMENT AND ASSUMPTION

This Agreement of Assignment and Assumption, ("Agreement") effective October 19, 2005 ("Effective Date"), is made and entered into by and among Public Communications Services, Inc. ("PCS"), Verizon California Inc. ("Verizon California"), and Verizon Services Corp ("VSC"). Verizon California, VSC and PCS are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, County of Los Angeles ("County") and Verizon California are parties to an Agreement for Verizon Payphone Services effective February 13, 2001 as amended for the provision of inmate telephone service at the County of Los Angeles Sheriff's Department (hereinafter "Payphone Services Agreement"); and

WHEREAS, Value Added Communications, Inc. ("VAC") and Verizon Services Corp. on behalf of its affiliated telephone companies, including Verizon California, are parties to an Inmate Call Support Services & Teaming Agreement effective December 31, 2002 under which VAC provides inmate call support services as a subcontractor of Verizon California for the County (hereinafter "ICSS Agreement"); and

WHEREAS, Verizon California desires to assign all of its rights, title, interests, and obligations under the Payphone Services Agreement to PCS, and PCS desires to take assignment of all of Verizon California's rights, title, interests and obligations under the Payphone Services Agreement; and

WHEREAS, VSC desires to assign all of its rights, title, interests, and obligations under the ICSS Agreement only insofar as it pertains to the County of Los Angeles to PCS, and PCS desires to take assignment of all of VSC's rights, title, interests and obligations under the ICSS Agreement only insofar as it pertains to the County of Los Angeles; and

WHEREAS, Verizon California desires to transfer and convey all of its rights, title, interests and obligations associated with equipment in use and on the premises of the County of Los Angeles in support of Verizon California's performance required by the Payphone Services Agreement as identified on the Sales Summary/Invoice dated September 7, 2005 (the "Invoice") (the "Equipment").

NOW THEREFORE, for good, valuable and mutual consideration, the sufficiency and receipt of which is hereby acknowledged, the above identified parties hereby agree as follows:

1. Assignment of Acquired Assets. As of the Effective Date, Verizon California and VSC hereby assign to PCS all of their respective rights, title, interests, liabilities, responsibilities and obligations related to or arising under the Payphone Services Agreement, the ICSS Agreement only insofar as it pertains to County of Los Angeles, and the Equipment (hereinafter collectively referred to as the "Acquired Assets"). The

Equipment is being acquired by PCS pursuant to the Invoices. The Payphone Services Agreement and the ICSS Agreement only insofar as it pertains to the County of Los Angeles are sometimes referred to herein as the "Assigned Agreements." In the event there is a shortfall of greater than five percent (5%) in the number of phones identified on the Invoice and the actual number of phones on the County of Los Angeles premises as determined by an audit conducted within thirty (30) days of the Effective Date, PCS shall be entitled to reimbursement from Verizon California for such shortfall based upon the per unit price reflected in the Invoice.

2. Excluded Assets. Except as expressly provided for in this Agreement to the contrary, neither Verizon California nor VSC assigns, transfers, conveys or delivers and PCS does not acquire any right, title or interest, in (i) any accounts receivable, (ii) any bond, (iii) any claim or counterclaim arising out of facts or events before the Effective Date, or (iv) any intellectual property owned by Verizon California or VSC or any of their affiliates or any rights therein.

3. License

3.1 Phase out License. PCS shall cease any and all use in commerce of any trademarks or service marks owned by Verizon California, VSC or any of their affiliates ("Excluded Marks") in any fashion or combination and the use in commerce of any other designation indicating any affiliation with Verizon Communications Inc., Verizon California, VSC or any of their respective affiliates as soon as practicable; provided, however, that with respect to any Excluded Marks appearing on Equipment, PCS shall have thirty (30) days after the Effective Date to remove such Excluded Marks. From and after the Effective Date, PCS shall not use in commerce or include, or permit any person to do so, the Excluded Marks in the sale or offer for sale of any products or services or in performance of the Payphone Services Agreements. PCS agrees not to use in commerce or seek to register, or permit the affiliates of PCS to use in commerce or seek to register, any trade name, service mark, trademark or domain name identical with or confusingly similar to the Excluded Marks. PCS further agrees that it or its affiliates will never directly or indirectly challenge, contest or call into question or raise any questions concerning the validity or ownership by Verizon Communications Inc., Verizon California, VSC or their affiliates of the Excluded Marks or any registration or application for registration of the Excluded Marks. PCS agrees that nothing herein shall give PCS or the affiliates of PCS any right to or interest in the Excluded Marks except for the limited right to continue to use the Excluded Marks on the Equipment, but only for the limited phase-out period set forth above, and all such use by the PCS and its affiliates shall inure to the benefit of Verizon California, VSC or their designee. Verizon California shall reimburse PCS for fifty percent (50%) of its actual costs of such removal upon demand. Verizon California's obligation hereunder shall not exceed \$250.00 total.

3.2 License to Call Detail Records. Each of Verizon California and VSC agrees to and does hereby grant, on behalf of itself, a personal, nonexclusive,

nontransferable license to PCS to use, solely for the performance of the Assigned Agreements, any and all information related to telephone calls utilizing a telephone network of Verizon California or its affiliates, which calls are placed by inmates of the County of Los Angeles through a call control system prior to the Effective Date, and which information is required to be collected pursuant to the Payphone Services Agreements ("Call Detail Record"); it being understood that the term of this license shall be limited to the existing term of the Payphone Services Agreement (without giving effect to any amendment entered into after the Effective Date).

3.3 Except to the extent expressly provided in Sections 3.1 and 3.2 above, or any software licenses provided by third party vendors pursuant to or within the ICSS Agreement, (i) no rights or licenses are granted to PCS or any affiliate thereof, express or implied, including, but not limited to, any right to possess, use or disclose intellectual property of Verizon Communications Inc., Verizon California, VSC or any affiliates thereof, or under any third party intellectual property, including software.

4. Assumption of Liabilities. PCS hereby assumes such rights, title, and interest, and shall assume, pay, perform and discharge when due, the liabilities, responsibilities and obligations of Verizon California and VSC relating to the Acquired Assets arising from and after the Effective Date (the "Assumed Liabilities").

5. Representations and Warranties of Verizon

Verizon California and VSC represent and warrant to PCS as follows:

5.1 Organization, Standing and Power. Each of Verizon California and VSC is a corporation duly organized, validly existing and in good standing under the laws of the State of California and Delaware respectively. Verizon California and VSC have the requisite power and authority to own, lease, operate and transfer the Acquired Assets.

5.2 Authority. Verizon California and VSC have all corporate power and authority necessary to execute this Agreement and to consummate the transactions contemplated thereby. This Agreement constitutes valid and binding obligations of Verizon California and VSC. All required third party consents in connection with the transfer and assignment of the Assigned Agreements have been obtained by Verizon California and VSC

5.3 Assigned Agreements. Verizon California and VSC have delivered to PCS a true and complete copy of the Payphone Services Agreement and the ICSS Agreement and any and all amendments and modifications thereto.

5.4 No Default. To the knowledge of Verizon California and VSC, Verizon California, VSC, County and VAC are not in default of any of their respective obligations under the Assigned Agreements and neither Verizon California nor

VSC know of any event which with the passage of time or the giving of notice or both would constitute a default by any party under the Assigned Agreements. All amounts due and payable or accruing as provided for in the Assigned Agreements as of the Effective Date have been or will be paid by Verizon California and/or VSC. .

- 5.5 No Encumbrances. Except as provided for in the Assigned Agreements, Verizon California has good and marketable title to the Equipment, if any, free and clear of any and all liens and encumbrances. The delivery to PCS of Equipment will vest good and marketable title to any such Equipment in PCS and PCS will have the enforceable right to receive and use such Equipment free and clear of all liens and encumbrances. The Equipment is in good condition and repair, normal wear and tear excepted.
- 5.6 Litigation. There is no pending, or to the knowledge of Verizon California and VSC, threatened, adverse claim, dispute, governmental investigation, suit, action, arbitration, administrative hearing or other proceeding of any nature, at law or in equity, by or against or otherwise affecting either Verizon California or VSC in connection with the Assigned Agreements.
- 5.7 Disclaimer. Except for the representations and warranties contained in this Agreement, neither Verizon California nor VSC makes any other express or implied representation or warranty with respect to the Acquired Assets including as to (a) merchantability or fitness for any particular use or purpose, or (b) the probable success or profitability of the ownership, use or operation of the Acquired Assets by PCS on or after the Effective Date.

6. Representations and Warranties of PCS

PCS represents and warrants to Verizon California and VSC as follows:

- 6.1 Organization, Standing and Power. PCS is a corporation duly organized, validly existing and in good standing under the laws of the State of California, has the requisite power and authority to conduct the business contemplated by this Agreement, and to own, lease, operate or hold the Acquired Assets.
- 6.2 Authority. PCS has all corporate power and authority to execute this Agreement and to consummate the transactions contemplated thereby. This Agreement constitutes valid and binding obligations of PCS.
- 6.3 Financing. PCS has sufficient financial resources to perform in accordance with the Payphone Services Agreement, the ICSS Agreement and to operate the Equipment after the Effective Date.

6.4 **Acknowledgement.** PCS acknowledges that except for the representations and warranties contained in this Agreement, neither Verizon California nor VSC makes any other express or implied representation or warranty with respect to the Acquired Assets including as to (a) merchantability or fitness for any particular use or purpose, or (b) the probable success or profitability of the ownership, use or operation of the Acquired Assets by PCS after the Effective Date.

7. **Intellectual Property.** Subject to the provisions of this Agreement, PCS shall promptly return or destroy and shall not use any intellectual property, including any third party intellectual property, or software, of which PCS acquires possession in connection with the Acquired Assets.

8. **Indemnification**

8.1 As of the Effective Date, PCS will indemnify, defend and hold harmless Verizon California and VSC, their affiliates and their respective directors, officers and employees from and against all Indemnifiable Losses arising from and after the Effective Date and resulting from or arising out of (i) any inaccuracy in any of the representations or warranties made by PCS in this Agreement, (ii) a breach by PCS of any covenant or agreement of PCS contained in this Agreement, and (iii) any of the Assumed Liabilities. For purposes of this Agreement, "Indemnifiable Losses" means any losses, liabilities, damages, costs and expenses (including reasonable out-of-pocket attorneys' fees and expenses) actually incurred in connection with any actions, suits, demands, assessments, judgments and settlements.

8.2 As of the Effective Date, Verizon California and VSC will indemnify, defend and hold harmless PCS, its affiliates and directors, officers and employees from and against all Indemnifiable Losses resulting from or arising out of (i) any inaccuracy in any of the representations or warranties made by Verizon California or VSC in this Agreement, (ii) a breach by Verizon California or VSC of any covenant or agreement of Verizon California or VSC contained in this Agreement, and (iii) any and all obligations of either Verizon California or VSC arising out of or accruing under the Assigned Agreements or relating to the Equipment prior to the Effective Date.

8.3 **Limitations on Liability.** No Party shall be liable to any other Party hereunder for any consequential, special, multiple, punitive or exemplary damages including damages arising from loss or interruption of business, profits, business opportunities or goodwill, loss of use of facilities, loss of capital, claims of customers, or any cost or expense related thereto, except to the extent such damages have been recovered by a third person and are the subject of a Third Party Claim for which indemnification is available under this Agreement.

8.4 **Defense of Third Party Claims.** If a Party indemnified hereunder (the "Indemnitee") receives notice of the assertion of any claim or of the

commencement of any action or proceeding by any entity that is not a party to this Agreement (a "Third Party Claim") with respect to which another Party (the "Indemnitor") is obligated to provide indemnification under this Agreement, Indemnitee will give Indemnitor reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of notice of such Third Party Claim; *provided, however*, that the failure of Indemnitee to notify Indemnitor shall only relieve Indemnitor from its obligation to indemnify Indemnitee to the extent that Indemnitor is materially prejudiced by such failure (whether as a result of the forfeiture of substantive rights or defenses or otherwise). Upon receipt of notification of a Third Party Claim, Indemnitor shall be entitled, upon written notice to Indemnitee, to assume the investigation and defense thereof. Whether or not Indemnitor elects to assume the investigation and defense of any Third Party Claim, Indemnitee shall have the right to employ separate counsel and to participate in the investigation and defense thereof; *provided, however*, that the Indemnitee shall pay the fees and disbursements of such separate counsel unless (i) the employment of such separate counsel has been specifically authorized in writing by Indemnitor, (ii) Indemnitor has failed to assume the defense of such Third Party Claim within a reasonable time after receipt of notice thereof, or (iii) the named parties to the proceeding in which such claim, demand, action or cause of action has been asserted include both Indemnitor and such Indemnitee and, in the reasonable judgment of counsel to such Indemnitee, there exists one or more defenses that may be available to the Indemnitee that are in conflict with those available to Indemnitor. Without the prior written consent of Indemnitee, Indemnitor will not enter into any settlement of any Third Party Claim.

8.5 Indemnitee Claims. Any claim by an Indemnitee on account of an Indemnifiable Loss that does not result from a Third Party Claim will be asserted by giving Indemnitor reasonably prompt written notice thereof, but in any event not later than thirty (30) calendar days after the occurrence thereof, and Indemnitor will have a period of thirty (30) calendar days within which to respond in writing to such claim. If Indemnitor does not so respond within such thirty (30) calendar day period, Indemnitor will be deemed to have rejected such claim, in which event Indemnitee will be free to pursue such remedies as may be available to Indemnitee.

8.6 Infringement. Indemnitor shall defend, indemnify and hold harmless Indemnitee and any of their affiliates from and against any and all Indemnifiable Losses resulting from any obligation, proceeding or suit based upon any claim alleging or asserting direct or contributory infringement, misuse or misappropriation of or inducement to infringe by any Indemnitor or any of their affiliates of any third party intellectual property to the extent that such claim is based on, or would not have arisen but for, activity conducted or engaged in prior to the Effective Date in the case of Verizon California and VSC, by Verizon California or VSC and any customer of either Verizon California or VSC or anyone claiming under any of them, and, subsequent to the Effective Date in

the case of PCS, by PCS, and any customer of PCS or anyone claiming under any of them.

9. Governing Law. This Agreement shall be governed by the laws of the State of New York regardless of the laws that might otherwise govern under applicable conflicts of law principles. PCS, Verizon California and VSC irrevocably submit to the exclusive jurisdiction of any New York state court and any United States Federal court located in New York (collectively the "New York Courts") for the purposes of any suit, action or other proceeding arising out of this Agreement.

10. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or transmitted by facsimile, or five days after mailed, certified or registered mail, with postage prepaid addressed as follows (or to such other person or address as the Party to receive such notice may have designated from time to time by notice in writing pursuant hereto):

If to Verizon California:

[]
[ADDRESS]
Attn: [•]
Fax Number: [•]

With a copy to:

If to VSC:

[]
[ADDRESS]
Attn: [•]
Fax Number: [•]

With a copy to:

If to PCS:

Public Communications Services, Inc.
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Attn: Tommie E. Joe
Fax Number: 310.954.2118

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding between Verizon California, VSC and PCS with respect to the subject matter hereof and supersedes all prior agreements and understandings related to the subject matter hereof.

13. Modifications. Any modification, amendment or waiver of or with respect to any provision of this Agreement shall not be effective unless it shall be in writing and signed by Verizon California, VSC and PCS.

14. Assignment and Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

Verizon California Inc.

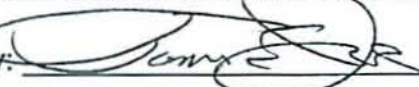
By: 

Name: Kathy Koelle

Title: Sr. VP. of Sales/Mktg

Date: 10/8/05

Public Communications Services, Inc.

By: 

Name: Tommie E. Be

Title: Chief Operating Officer

Date: 9/30/05

Verizon Services Corp.

By: 

Name: Kathy Koelle

Title: Sr. V.P. of Sales/Mktg

Date: 10/3/05



COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

AMENDMENT NO. NINE TO AGREEMENT NO. 73264

BETWEEN VERIZON AND

**THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES**

This Amendment Number Nine ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Verizon (hereinafter "CONTRACTOR"), effective as of October 1, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, this AGREEMENT currently expires on September 30, 2005; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;
- D. WHEREAS, effective May 1, 2005, pursuant to Amendment Number Four of this AGREEMENT, the Sheriff or its designee has been authorized to extend the contract period from May 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from October 1, 2005 through October 31, 2005.

Except as expressly provided in this Amendment Number Nine, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Nine for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. NINE TO AGREEMENT NO. 73264

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Nine to be executed on its behalf by its duly authorized officers, effective as of October 1, 2005.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: Leroy Baca
Leroy D. Baca, Sheriff

VERIZON

By: Kathy Koelle

PRINT NAME: Kathy Koelle

TITLE: Sr. V.P. of Sales
and Marketing

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: Gary Gross
Gary Gross
Principal Deputy County Counsel

Date 9-29-05

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. EIGHT TO AGREEMENT NO. 73264
BETWEEN VERIZON AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Eight ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Verizon (hereinafter "CONTRACTOR"), effective as of September 1, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, this AGREEMENT currently expires on August 31, 2005; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;
- D. WHEREAS, effective May 1, 2005, pursuant to Amendment Number Four of this AGREEMENT, the Sheriff or its designee has been authorized to extend the contract period from May 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from September 1, 2005 through September 30, 2005.

Except as expressly provided in this Amendment Number Eight, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Eight for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. EIGHT TO AGREEMENT NO. 73264

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Eight to be executed on its behalf by its duly authorized officers, effective as of September 1, 2005.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: Lee Baca
Leroy D. Baca, Sheriff

VERIZON

By: Kathy Koelle
PRINT NAME: Kathy Koelle
TITLE: Sr. V.P. of Sales
and Marketing

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: Gary Gross
Gary Gross
Senior Deputy County Counsel

Date 8/30/05

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. SEVEN TO AGREEMENT NO. 73264
BETWEEN VERIZON AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Seven ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Verizon (hereinafter "CONTRACTOR"), effective as of August 1, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, this AGREEMENT currently expires on July 31, 2005; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;
- D. WHEREAS, effective May 1, 2005, pursuant to Amendment Number Four of this AGREEMENT, the Sheriff or its designee has been authorized to extend the contract period from May 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from August 1, 2005 through August 31, 2005.

Except as expressly provided in this Amendment Number seven, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Seven for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. SEVEN TO AGREEMENT NO. 73264

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Seven to be executed on its behalf by its duly authorized officers, effective as of August 1, 2005.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: *Leroy D. Baca*
Leroy D. Baca, Sheriff

VERIZON

By: *Kathy Kaelle*
PRINT NAME: *Kathy Kaelle*
TITLE: *Sr. V.P. of Sales and Marketing*

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: *Gary Gross*
Gary Gross
Senior Deputy County Counsel

Date *7/21/05*

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. SIX TO AGREEMENT NO. 73264
BETWEEN VERIZON AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Six ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Verizon (hereinafter "CONTRACTOR"), effective as of July 1, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, this AGREEMENT currently expires on June 30, 2005; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;
- D. WHEREAS, effective May 1, 2005, pursuant to Amendment Number Four of this AGREEMENT, the Sheriff or its designee has been authorized to extend the contract period from May 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from July 1, 2005 through July 31, 2005.


Except as expressly provided in this Amendment Number six, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Six for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. SIX TO AGREEMENT NO. 73264

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Six to be executed on its behalf by its duly authorized officers, effective as of July 1, 2005.


THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: 
Leroy D. Baca, Sheriff

VERIZON
By: 
PRINT NAME: Kathy Koelle
TITLE: Sr. Vice President

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 
Gary Gross
Senior Deputy County Counsel

Date 5/26/05

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT

**AMENDMENT NO. FIVE TO AGREEMENT NO. 73264
BETWEEN VERIZON AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES**

This Amendment Number Five ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Verizon (hereinafter "CONTRACTOR"), effective as of June 1, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, this AGREEMENT currently expires on May 31, 2005; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;
- D. WHEREAS, effective May 1, 2005, pursuant to Amendment Number Four of this AGREEMENT, the Sheriff or its designee has been authorized to extend the contract period from May 1, 2005 on a month-to-month basis not to exceed six (6) months, if it is in the best interest of the County.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract term for a period of one (1) month from June 1, 2005 through June 30, 2005.

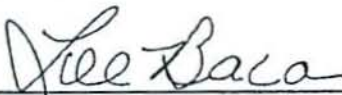
Except as expressly provided in this Amendment Number Five, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Five for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. FIVE TO AGREEMENT NO. 73264

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Five to be executed on its behalf by its duly authorized officers, effective as of June 1, 2005.

THE COUNTY OF LOS ANGELES
SHERIFF'S DEPARTMENT

By: 
Lerpy D. Baca, Sheriff

VERIZON

By: 
PRINT NAME: Kathy Koelle
TITLE: Sr. Vice President

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By: 
Gary Gross
Senior Deputy County Counsel

Date 5/26/05



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Violet Varona-Lukens, Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Chief Administrative Officer
County Counsel
Director of Internal Services
Auditor-Controller

At its meeting held April 26, 2005, the Board took the following action:

30

The following item was called up for consideration:

The Sheriff's recommendation to approve and instruct the Chair to sign amendments to agreements with the following vendors to continue to provide telephone services for inmates in the Sheriff's and Probation Departments' detention facilities while a new consolidated telephone service agreement is being negotiated:

SBC California on a month-to-month basis not to exceed 12 months;

AT&T Communications, Inc., on a month-to-month basis not to exceed 12 months; and

Verizon on a month-to-month basis not to exceed six months.

On motion of Supervisor Yaroslavsky, seconded by Supervisor Antonovich, unanimously carried (Supervisor Knabe being absent), the Board adopted the Sheriff's attached recommendations with the understanding that the Sheriff will do a resolicitation of the Request For Proposal (RFP), and the Chief Administrative Officer, Auditor-Controller, County Counsel and Director of Internal Services will review the revised RFP before it is released and will provide input as appropriate.

06042605_30

Attachment

Copies distributed:
Each Supervisor
Chief Probation Officer

Letter sent:
Sheriff

73264 ^{BOS}
SUPPLEMENT 3

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. FOUR TO AGREEMENT NO. 73264
BETWEEN VERIZON AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Four ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Verizon (hereinafter "CONTRACTOR"), effective as of May 1, 2005, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, this AGREEMENT currently expires on April 30, 2005; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract period from May 1, 2005 on a month-to-month basis not to exceed six (6) months.
- 2. Authorize the Sheriff or its designee to exercise the above amended extension provision, if it is in the best interest of the County.

Except as expressly provided in this Amendment Number Four, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

CONTRACTOR and the person executing the Amendment on behalf of CONTRACTOR hereby represent and warrant that the person executing this Amendment Number Four for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. FOUR TO AGREEMENT NO. 73264

IN WITNESS WHEREOF, Verizon has subscribed this Amendment, or caused it to be duly subscribed and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be subscribed on its behalf by its duly authorized officers and attested by the Executive Officer-Clerk of the Board of Supervisors, thereof the date first above written.



THE COUNTY OF LOS ANGELES

By: *Gloria Molina*
Chair, Board of Supervisors

ATTEST:

VERIZON

VIOLET VARONA-LUKENS
Executive Officer/Clerk
Board of Supervisors

By: *[Signature]*

By: *Kathy Koelle*
PRINT NAME: *Kathy Koelle*
TITLE: *Sr. Vice President*

BSG Sales and Marketing

APPROVED AS TO FORM:

RAYMOND G. FORTER
County Counsel

By: *Gary Gross*
Gary Gross
Senior Deputy County Counsel

Date *4/13/05*

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

.. # 30 APR 26 2005

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

November 1, 2004

Sandy Martinez, Project Manager
Verizon (GTE)
3633 East Inland Empire Boulevard
Ontario, California 91764

Dear Ms. Martinez:

**EXTENSION OF AGREEMENT NO. 73264 WITH VERIZON (GTE)
FOR LOCAL AND INTRALATA TELEPHONE SERVICES
FOR INMATES IN LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT DETENTION FACILITIES**

On February 17, 2004, the Los Angeles County Board of Supervisors approved Amendment Number Three of Agreement Number 73264 between the County of Angeles and Verizon (GTE) for Local and IntraLata Telephone Services for inmates in Los Angeles County Sheriff's Department detention Facilities. The Amendment extended the Agreement for eight months from March 1, 2004 through October 31, 2004 with an option thereafter to extend for another six (6) months in any increment at the discretion of the Sheriff.

The Los Angeles County Sheriff's Department does hereby make this notification, pursuant to Amendment Number Three to Agreement 73264 to extend this agreement for six months from November 1, 2004 to April 30, 2005.

If you have any questions to this extension, please contact Ms. Irma Cobos, Contracts Unit, at (323) 526-5074.

Sincerely,

LEROY D. BACA, SHERIFF

PAUL K. TANAKA, CHIEF
ADMINISTRATIVE SERVICES DIVISION

A Tradition of Service

LDB:PKT:TLW:IC:ew

(Administrative Services Division - Contracts Unit)

c: Paul K. Tanaka, Chief, Administrative Services Division
Charles M. Jackson, Chief, Correctional Services Division
Andrew L. Lamberto, Assistant Division Director, ASD
Teri L. Wilhelm, Director, Fiscal Administration
Patrick S. Davoren, Sergeant, Fiscal Administration
Joe Cruz, Manager, Contracts Unit
Irma Cobos, Assistant Manager, Contracts Unit
Vicky Morcos, Supervisor, Special Funds & Grants Accounting
Chrono

COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
AMENDMENT NO. THREE TO AGREEMENT NO. 73264
BETWEEN VERIZON AND
THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
FOR LOCAL AND INTRALATA TELEPHONE SERVICES FOR INMATES

This Amendment Number Three ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and Verizon (hereinafter "CONTRACTOR"), effective as of March 1, 2004, based on the following recitals:

- A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73264 (hereinafter "AGREEMENT") to provide inmate local and Intralata telephone services for Sheriff's Department inmates;
- B. WHEREAS, this AGREEMENT currently expires on February 29, 2004; and
- C. WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of this AGREEMENT;

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this AGREEMENT, COUNTY and CONTRACTOR hereby further agree to amend this AGREEMENT as follows:

- 1. Amend Paragraph 2, Term, to extend the contract period for eight (8) months effective March 1, 2004, with an option thereafter to extend for another six (6) months in any increment at the discretion of the Sheriff.
- 2. Amend Paragraph 2, Term, to add the following: The Sheriff shall have the authority to exercise and execute any and all extension options provided herein.
- 3. Amend Paragraph 2 of Amendment Number One to extend the contribution payment of \$10,000 per year to the Inmate Welfare Fund through the extension periods added herein, with payments prorated monthly at \$833.33 per month, rather than a lump-sum annual payment.
- 4. Add the standard County contract provisions that the Board adopted after the original agreement was approved, as contained in Attachment 1 to this amendment, which is made part of the agreement in its entirety.

Except as expressly provided in this Amendment Number Three, all other provisions, and conditions of the AGREEMENT shall remain the same and in full force and effect.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
AMENDMENT NO. THREE TO AGREEMENT NO. 73264

CONTRACTOR represents and warrants that the person executing this Amendment Number Three for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition, and obligation of the AGREEMENT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Board of Supervisors has caused this Amendment to be subscribed by its Chairman and seal of said Board to be hereto affixed and attested to by its Executive Officer, and CONTRACTOR has caused this Amendment to be executed on its behalf by its duly authorized officer, effective as of March 1, 2004.

THE COUNTY OF LOS ANGELES

By: *Don Knabe*
Chairman, Board of Supervisors



ATTEST:

VIOLET VARONA-LUKENS
Executive Officer/Clerk
Board of Supervisors

By: *Spina S. Salas*
Deputy

VERIZON

By: *Clinton B. Arnold*

PRINT NAME: Clinton B. Arnold

TITLE: Dir. BSG Corrections/Gov

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: *Gary Gross*
Gary Gross 2/5/04
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

56

FEB 17 2004

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Verizon California, Inc.		
Company Address: 112 Lakeview Canyon Road		
City: Thousand Oaks	State: CA	Zip Code: 91362
Telephone Number: (909) 980-7070, (X) 6190		
Solicitation For (Type of Goods or Services): Providing Inmate Services and Equipment		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

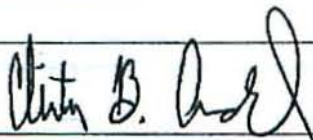
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Clinton B. Arnold	Title: Director BSG Corrections/Government
Signature: 	Date: 02/04/04

Wong, Edmond K.

From: sandy.martinez@verizon.com
Sent: Monday, February 09, 2004 10:33 AM
To: kewong@lasd.org
Subject: Jury Service Program

Edmond,

Verizon is in compliance with the County's Jury Service Program in relation to our pending contract extension. Rather than have Verizon's Director resign the document, then overnight it to the Department's attention, please indicate on our behalf that Verizon is in compliance by checking the box located in Part II, Certification of Compliance.

Thank you for your assistance.

Sandy Martinez
Strategic Account Executive
Verizon California
Office: (909) 980-7070, (X) 6190
Fax: (909) 945-9238



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



March 14, 2003

Sandy Martinez, Project Manager
Verizon (GTE)
3633 East Inland Empire Boulevard
Ontario, California 91764

Dear Ms. Martinez:

**EXTENSION OF AGREEMENT NO. 73264 WITH VERIZON (GTE)
ON THE PROVISION OF LOCAL AND INTRALATA TELEPHONE SERVICES
WITHIN THE LOS ANGELES COUNTY JAIL SYSTEM**

On January 30, 1995, the Los Angeles County Sheriff's Department entered into a three-year agreement with Verizon (GTE) to provide telephone services to inmates in the Sheriff's Department jails. The term of the Agreement was extended from January 1, 1998 to March 1, 2001, pursuant to Amendment Number 1 of the Memorandum of Understanding between the Los Angeles County Sheriff's Department and Verizon (GTE).

The term of the Agreement was further extended in annual increments from March 1, 2001 to March 1, 2004, pursuant to Amendment Number 2 of the Memorandum of Understanding between the Los Angeles County Sheriff's Department and Verizon (GTE), Agreement Number 73264. Included in the Amendment was a provision for the second and third annual increments to be approved by the Sheriff or his designee.

A Tradition of Service

Ms. Martinez

- 2 -

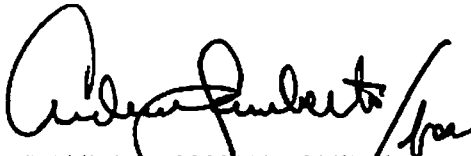
March 14, 2003

The Los Angeles County Sheriff's Department does hereby make this notification, pursuant to Section 1 of Amendment Number 2 to Agreement 73264 to extend this agreement from March 1, 2003 to March 1, 2004.

If you have any questions, please contact Mr. Joe Cruz, Contracts Unit, at (323) 526-5223.

Sincerely,

LEROY D. BACA, SHERIFF

A handwritten signature in black ink, appearing to read "Paul K. Tanaka" with a stylized flourish at the end.

PAUL K. TANAKA, CHIEF
ADMINISTRATIVE SERVICES DIVISION

Ms. Martinez

- 3-

March 14, 2003

LDB:PAT:PH:JT:JC:lem

(Administrative Services Division - Contracts Unit)

c: Paul K. Tanaka, Chief, Administrative Services Division
Andrew Lamberto, A/Assistant Division Director, Administrative Services
Division
Patricia A. Hawkins, Director, Fiscal Administration
Judi Thomas, Assistant Director, Fiscal Administration
Joe Cruz, Manager, Contracts Administration Unit
Irma Cobos, Assistant Manager, Contracts Administration Unit
Chrono File

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AMENDMENT NO. TWO TO MEMORANDUM OF UNDERSTANDING
BETWEEN VERIZON (GTE) AND THE
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
REVENUE GENERATING FROM LOCAL AND INTRALATA TELEPHONE SERVICES
WITHIN THE LOS ANGELES COUNTY JAIL SYSTEM

This Amendment Number Two to the Memorandum of Understanding is made and entered into this 13th of February, 2001, by and between the County of Los Angeles (hereinafter referred as "COUNTY") and Verizon (GTE), Inc. (hereinafter referred as "CONTRACTOR") for local and Intralata Telephone Services, originally contracted January 30, 1995, with regard to the following (hereinafter referred as "RECITALS"):

WHEREAS, the COUNTY and the CONTRACTOR desire to extend the term of the Memorandum of Understanding; and

WHEREAS, the CONTRACTOR has represented that it has the professional skills, technological capabilities, and experience to accomplish the foregoing without interruption of COUNTY'S current operations and to provide the services, features, and functionality described in the Memorandum of Understanding and the Amendment thereto.

NOW THEREFORE, in consideration of the foregoing RECITALS, all of which are incorporated as part of this Amendment, COUNTY and CONTRACTOR further agree to amend the Memorandum of Understanding as follows:

1. Paragraph 1, Term, Verizon (GTE) Amendment No. One to Memorandum of Understanding, "The term of the Agreement shall be extended/changed from the current expiration date from January 1, 1998 to March 1, 2001", is hereby amended to extend the term in annual increments, commencing March 1, 2001 and terminating March 1, 2004. The second and third annual increments shall be approved by the Sheriff or his designee.

Except as expressly provided in the Amendment, all other provisions, terms and conditions of the MEMORANDUM OF UNDERSTANDING shall remain in full force and effect.

CONTRACTOR represents and warrants that the person executing this Amendment for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every item, condition and obligation of the

The Honorable Board of Supervisors
February 1, 2001
Page 5

LDB:MJD:ELS:TMH:th

(Office of Administrative Services-Contracts Unit)

Attachments

c: Justice Deputies
Executive Office, Board of Supervisors
Lloyd W. Pellman, County Counsel
J. Tyler McCauley, Auditor-Controller
Rochelle Goff, Departmental Analyst, Chief Administrative Office
Taylor K. Moorehead, Chief, Custody Services Division
Al Scaduto, Acting Chief, Correctional Services Division
Robert Lindsay, Captain, Office of Human Resources
Marvin J. Dixon, Acting Chief, Office of Administrative Services
Eva Snider, Director, Financial Programs
Tom Harwood, Manager, Contracts Administration
Patricia Hawkins, Director, Fiscal Operations
Roy Fisher, Assistant Director, Fiscal Operations
Conrad Meredith, Manager, Budget
Chrono File

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

AMENDMENT NUMBER TWO TO VERIZON (GTE) MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Mayor and the sea of said Board to be hereto affixed and attested to by the Executive Officer thereof, and CONTRACTOR has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

THE COUNTY OF LOS ANGELES

By: Mike Antonovich
Mayor, Board of Supervisor

ATTEST:

VIOLET VARONA-LUKENS

VERIZON

Executive Office-Clerk of
the Board of Supervisors

By: [Signature]

By: [Signature]

Title: DIRECTOR OF SALES

APPROVED AS TO FORM

LLOYD W. PELLMAN
COUNTY COUNSEL



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

58

FEB 13 2001

By: [Signature]
Deputy County Counsel
Patricia L. Torres

Violet Varona-Lukens
VIOLET VARONA-LUKENS
EXECUTIVE OFFICER



GTE Telephone
Operations

Suite 300
3633 E. Inland Empire Boulevard
Ontario, CA 91764

**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BETWEEN GTE
CALIFORNIA AND COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
REGARDING INMATE TELEPHONES WITHIN THE LOS ANGELES COUNTY JAIL
SYSTEM**

THIS SUPPLEMENTAL AGREEMENT, to the Memorandum of Understanding, is made and entered into this first day of March, 1997.

By and between the County of Los Angeles Sheriff's Department (herein referred to as "County") and GTE California (herein referred to as "GTE").

WITNESSETH

WHEREAS, County and GTE desire to change/extend the term of the Agreement for an additional thirty-eight (38) months from the current expiration date of January 1, 1998 until March 1, 2001.

NOW, therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them agree to the following:

1. The term of the Agreement shall be extended/changed from the current expiration date: from January 1, 1998 to March 1, 2001.
2. GTE will pay to the County a contribution to the Sheriff's Department, Inmate Welfare Fund, Correction Education Program; \$40,000. This contribution to be payable as follows:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
3/1/97 - 3/1/98	3/1/98 - 3/1/99	3/1/99 - 3/1/00	3/1/00 - 3/1/01
\$10,000	\$10,000	\$10,000	\$10,000

3. The following commission rate schedule replaces the commission rate schedule dated January 30, 1995 (attached).

Inmate telephone commission percentages will be issued as follows:

**Average Revenue
Per Phone**

**Commission
Percentage**

\$162 - \$420	38%
\$421 - \$550	39%
\$551 - Above	40%

GTE CALIFORNIA

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Sandy Martinez
NAME

Sherman Clark
NAME

NATIONAL ACCOUNT EXECUTIVE
TITLE

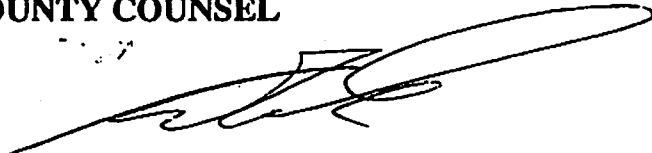
Sheriff
TITLE

6-13-97
DATE

6/13/97
DATE

Approved as to Form:

**DE WITT W. CLINTON
COUNTY COUNSEL**

by: 
Senior Deputy

THIS AGREEMENT IS MADE ON January 30, 1995 BETWEEN

GTE California
3500 Willow Lane
Thousand Oaks, CA 91361-4921

L.A. County Sheriff's
4700 Ramona Blvd, Room 301
Monterey Park, CA 91754-2169
Attn: Inmate Services

and

(subsequently referred to as GTE)

(subsequently referred to as Agent)

For provision of Public Telephone Service at:

Inmate Location within GTE area.

(subsequently referred to as the Premises)

GTE will pay the Agent the following commission:

30% of Local & Intra-LATA for GTE
existing locations.

30% of Local & Intra-LATA for GTE
existing location and occupation

of Mira Loma.

1. **Basic Agreement:** The Agent grants GTE the exclusive right to install and operate public telephones at the Premises; and GTE agrees to provide such service.

2. **Term:** This Agreement is for an initial term of 3 years from the above date and shall thereafter automatically continue for successive terms of the same duration until terminated under the procedures set out in Paragraph 13, on the reverse side of this page. (Expires: 1/31/98)

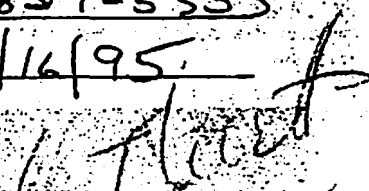
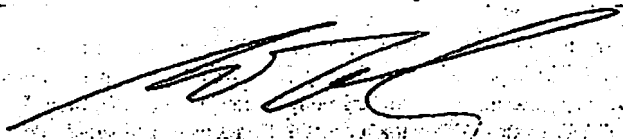
This Agreement includes the terms and conditions on the reverse side of this page, and the following attachments:

This Agreement is hereby executed on behalf of GTE and the AGENT by the following duly authorized representatives:

For GTE
Signature: Ted McComb
Printed Name: Ted McComb
Title: Senior Account Executive
Date: 1-30-95
Executed at: Commerce

For AGENT
Signature: Sherman Block
Printed Name: Sherman Block
Title: Sheriff
Business Name: L.A. County Sheriff
Bus. Address: 4700 Ramona Blvd
Monterey Park, CA

91754 2169
Business Phone: (713) 857-5353
Date: 2/16/95



The terms and conditions contained on this page continue and are part of the Agreement for Operation of Public Telephones.

3. Commission GTE will pay the Agent the commission on qualified phones as set out on the first page of this Agreement in a time frame corresponding with the applicable collection intervals. Commission checks will be mailed no later than sixty (60) days after the date of collection.

4. Installation GTE will supply and install public telephones, along with such telephone enclosures, protective bumper posts, identifying signs and related equipment as are necessary for efficient and safe use of the telephones, at locations on the Premises which are mutually acceptable to GTE and the Agent. Dates for installation and commencement of service will be as mutually agreed. Installation work will be accomplished in accordance with applicable codes, ordinances and regulations. The type of enclosures, signage and related equipment are subject to approval by the Agent and to provisions of any applicable lease governing Agent's use of the Premises. All telephones, enclosures and related equipment supplied and installed by GTE shall remain GTE's property, and GTE shall be responsible for any loss or damage to such items except as are caused by Agent's negligence or willful misconduct.

5. Telephone Services The telephones will provide a full range of services and access, to include use of both coins and telephone company calling cards. GTE will provide all intralata services and will select new features and options to be provided as they become available.

6. Operation and Maintenance GTE will maintain the telephones and related equipment in good operating condition, respond to repair calls within 24 hours of notification by the Agent (holidays and week-ends excepted), answer customer inquiries, provide refunds to callers, and operate the service in compliance with all applicable tariffs and regulations. The Agent will maintain the area around the telephones, provide unobstructed public access to the telephones during normal Premises business hours, not allow connection of equipment or extension phones to the telephones or the telephone lines except as authorized by GTE, and notify GTE of any service problem.

7. Moves and Changes GTE may relocate or remove any telephone which (1) does not produce minimum revenues to support continued operation in accordance with GTE's guidelines, (2) has, in GTE's judgment, been excessively damaged through vandalism or misuse, (3) an appropriate government agency requests be removed, or (4) the parties mutually agree to relocate or remove.

8. Removal of Telephones Upon termination of this Agreement, either in whole or in part with respect to individual telephones or Premises addresses, GTE will at its expense remove the items installed by GTE and return the Premises to a reasonably restored and safe condition, normal wear and tear excepted.

9. Exclusivity The Agent grants to GTE the exclusive right to provide public telephones at the Premises for the entire term, without interruption, termination or installation of public telephones from another source, except as specifically provided for in this Agreement. This exclusivity also applies to new locations opened or acquired by the Agent during the term of this Agreement.

10. Electrical Connection GTE may connect electric lines for booth or sign lighting to an appropriate connection point on the Premises as approved by the Agent. The Agent agrees to supply the electrical power on a 24-hour basis for booth and sign lighting after the telephones are placed in service.

11. Premises Access GTE may enter the Premises during normal business hours for the Premises and at other times upon reasonable notice, for purposes of fulfilling GTE's obligations under this Agreement.

12. Signage and Advertising Subject to local ordinances and any lease governing Agent's use of the Premises, GTE shall have the exclusive right to place telephone directories, signage and advertising for products or services that do not compete with Agent's business, within or on the telephone enclosures.

13. Termination Either party may terminate this Agreement at the end of the initial or any subsequent term by giving written notice to the other at least sixty (60) days prior to the end of the term. Either party may terminate this Agreement by written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, has a trustee or receiver appointed over all or any substantial part of its assets, or goes out of business. If a party fails to perform any major obligation under this Agreement, the other party shall give written demand to cure, and if the non-performing party does not correct the deficiency within sixty (60) days of receipt of such demand, the notifying party may terminate this Agreement upon second written notice. This Agreement may otherwise be terminated only upon mutual agreement.

14. Subcontractors, Assignment and Successors Either party may perform its obligations under this Agreement through duly authorized subcontractors or agents. This Agreement may not be assigned without the other party's prior written consent, which shall not unreasonably be withheld. However, either party may assign its rights and obligations hereunder, in whole or in part, to a subsidiary, successor or related company upon prior written notice to the other party. This Agreement binds the parties and their successors and assigns, and is a contractual obligation for use of the Premises and provision of public telephone service which shall continue between GTE and a new owner for the term of this Agreement upon change in ownership of the Premises or of the Agent's business conducted there.

15. Causes Beyond Control of a Party Neither party shall be liable for failure to perform obligations under this Agreement if prevented from doing so by a cause or cause which could not with reasonable diligence be controlled or prevented by the party.

16. Indemnification GTE will hold the Agent harmless from claims or liabilities arising out of GTE's ownership, installation, operation, maintenance or removal of the telephones and related equipment as provided for in this Agreement, except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct of the Agent, its agents, servants, officers or employees. The Agent will hold GTE harmless from claims or liabilities arising out of the Agent's operation and maintenance of the Premises, except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct of GTE, its agents, servants, officers or employees.

17. Limitation of Liability With the exception of improper termination in violation of Paragraph 13 or breach of the exclusivity or authority provisions of Paragraphs 9 and 19, neither party shall be liable to the other for any special, consequential or incidental damages in connection with either party's performance, delayed performance, or nonperformance of this Agreement or any part of it.

18. Applicable Law This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of where this Agreement is executed by GTE. This Agreement shall at all times be subject to such changes or modifications as the appropriate state or federal regulatory agencies may from time to time direct and approve in the exercise of their jurisdiction. In the event any provision of this Agreement is in conflict with any state or federal law or regulation, such provision shall be deemed modified to conform with such law or regulation and all other provisions of this Agreement shall continue in full force and effect.

19. Authority The person signing represents and warrants to have the Agent's authority to execute this Agreement, that the Agent has not entered into any other agreement for concurrent public telephone service at the Premises, and that the Agent owns, leases or otherwise controls the Premises with full authority to agree to the provision of public telephone service as set out in this Agreement.

20. Entire Agreement Except for written amendments, supplements or modifications made subsequently and signed by both parties, this Agreement represents the entire agreement between GTE and the Agent with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, either oral or written.



GTE Telephone
Operations

LASD# 95002

Suite 300
3633 E. Inland Empire Boulevard
Ontario, CA 91764

**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING BETWEEN GTE
CALIFORNIA AND COUNTY OF LOS ANGELES SHERIFF'S DEPARTMENT
REGARDING INMATE TELEPHONES WITHIN THE LOS ANGELES COUNTY JAIL
SYSTEM**

THIS SUPPLEMENTAL AGREEMENT, to the Memorandum of Understanding, is made and entered into this first day of March, 1997.

By and between the County of Los Angeles Sheriff's Department (herein referred to as "County") and GTE California (herein referred to as "GTE").

WITNESSETH

WHEREAS, County and GTE desire to change/extend the term of the Agreement for an additional thirty-eight (38) months from the current expiration date of January 1, 1998 until March 1, 2001.

NOW, therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them agree to the following:

1. The term of the Agreement shall be extended/changed from the current expiration date: from January 1, 1998 to March 1, 2001.
2. GTE will pay to the County a contribution to the Sheriff's Department, Inmate Welfare Fund, Correction Education Program; \$40,000. This contribution to be payable as follows:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
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\$10,000	\$10,000	\$10,000	\$10,000

3. The following commission rate schedule replaces the commission rate schedule dated January 30, 1995 (attached).

Inmate telephone commission percentages will be issued as follows:

**Average Revenue
Per Phone**

**Commission
Percentage**

\$162 - \$420

38%

\$421 - \$550

39%

\$551 - Above

40%

GTE CALIFORNIA

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Sandy Martinez
NAME

Sherrill Clark
NAME

NATIONAL ACCOUNT EXECUTIVE
TITLE

Sheriff
TITLE

6-13-97
DATE

6/13/97
DATE

Approved as to Form:

**DE WITT W. CLINTON
COUNTY COUNSEL**

by: [Signature]
Senior Deputy

THIS AGREEMENT IS MADE ON January 30, 1995 BETWEEN

GTE California
3500 Willow Lane
Thousand Oaks, CA 91361-4921

(subsequently referred to as GTE)

L.A. County Sheriff's
4700 Ramona Blvd, Room 301
Monterey Park, CA 91754-2169
Attn: Inmate Services

(subsequently referred to as Agent)

For provision of Public Telephone Service at:

Inmate Location within GTE area.

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GTE will pay the Agent the following commission:

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existing location and occupation
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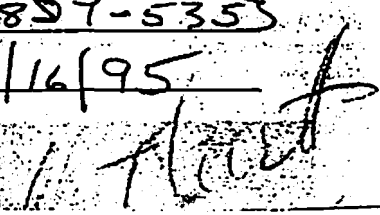
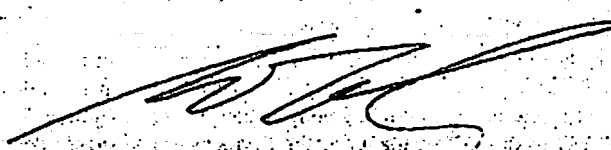
2. **Term:** This Agreement is for an initial term of 3 years from the above date and shall thereafter automatically continue for successive terms of the same duration until terminated under the procedures set out in Paragraph 13, on the reverse side of this page. (Expires: 1/31/98)

This Agreement includes the terms and conditions on the reverse side of this page, and the following attachments:

This Agreement is hereby executed on behalf of GTE and the AGENT by the following duly authorized representatives:

For GTE
Signature: Ted McComb
Printed Name: Ted McComb
Title: Senior Account Executive
Date: 1-30-95
Executed at: Commerce

For AGENT
Signature: Sherman Block
Printed Name: Sherman Block
Title: Sheriff
Business Name: L.A. County Sheriff
Bus. Address: 4700 Ramona Blvd
Monterey Park, CA
91754-2169
Business Phone: (713) 897-5353
Date: 2/16/95



The terms and conditions contained on this page continue and are part of the Agreement for Operation of Public Telephones.

3. Commission GTE will pay the Agent the commission on qualified phones as set out on the first page of this Agreement in a time frame corresponding with the applicable collection intervals. Commission checks will be mailed no later than sixty (60) days after the date of collection.

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11. Premises Access GTE may enter the Premises during normal business hours for the Premises and at other times upon reasonable notice, for purposes of fulfilling GTE's obligations under this Agreement.

12. Signage and Advertising Subject to local ordinances and any lease governing Agent's use of the Premises, GTE shall have the exclusive right to place telephone directories, signage and advertising for products or services that do not compete with Agent's business, within or on the telephone enclosures.

13. Termination Either party may terminate this Agreement at the end of the initial or any subsequent term by giving written notice to the other at least sixty (60) days prior to the end of the term. Either party may terminate this Agreement by written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, has a trustee or receiver appointed over all or any substantial part of its assets, or goes out of business. If a party fails to perform any major obligation under this Agreement, the other party shall give written demand to cure, and if the non-performing party does not correct the deficiency within sixty (60) days of receipt of such demand, the notifying party may terminate this Agreement upon second written notice. This Agreement may otherwise be terminated only upon mutual agreement.

14. Subcontractors, Assignment and Successors Either party may perform its obligations under this Agreement through duly authorized subcontractors or agents. This Agreement may not be assigned without the other party's prior written consent, which shall not unreasonably be withheld. However, either party may assign its rights and obligations hereunder, in whole or in part, to a subsidiary, successor or related company upon prior written notice to the other party. This Agreement binds the parties and their successors and assigns, and is a contractual obligation for use of the Premises and provision of public telephone service which shall continue between GTE and a new owner for the term of this Agreement upon change in ownership of the Premises or of the Agent's business conducted there.

15. Causes Beyond Control of a Party Neither party shall be liable for failure to perform obligations under this Agreement if prevented from doing so by a cause or causes which could not with reasonable diligence be controlled or prevented by the party.

16. Indemnification GTE will hold the Agent harmless from claims or liabilities arising out of GTE's ownership, installation, operation, maintenance or removal of the telephones and related equipment as provided for in this Agreement, except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct of the Agent, its agents, servants, officers or employees. The Agent will hold GTE harmless from claims or liabilities arising out of the Agent's operation and maintenance of the Premises, except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct of GTE, its agents, servants, officers or employees.

17. Limitation of Liability With the exception of improper termination in violation of Paragraph 13 or breach of the exclusivity or authority provisions of Paragraphs 9 and 19, neither party shall be liable to the other for any special, consequential or incidental damages in connection with either party's performance, delayed performance, or nonperformance of this Agreement or any part of it.

18. Applicable Law This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of where this Agreement is executed by GTE. This Agreement shall at all times be subject to such changes or modifications as the appropriate state or federal regulatory agencies may from time to time direct and approve in the exercise of their jurisdiction. In the event any provision of this Agreement is in conflict with any state or federal law or regulation, such provision shall be deemed modified to conform with such law or regulation and all other provisions of this Agreement shall continue in full force and effect.

19. Authority The person signing represents and warrants to have the Agent's authority to execute this Agreement, that the Agent has not entered into any other agreement for concurrent public telephone service at the Premises, and that the Agent owns, leases or otherwise controls the Premises with full authority to agree to the provision of public telephone service as set out in this Agreement.

20. Entire Agreement Except for written amendments, supplements or modifications made subsequently and signed by both parties, this Agreement represents the entire agreement between GTE and the Agent with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, either oral or written.

LASD 95002

GTE Telephone Operations

AGREEMENT FOR OPERATION OF PUBLIC TELEPHONES

FORM 90002452 (10-91)

DISTRIBUTION:
White - Central Files
Yellow - Customer
Pink - FCC Files
Goldendrod - Account Executive Returns

THIS AGREEMENT IS MADE ON January 30, 1995 BETWEEN

GTE California
3500 Willow Lane
Thousand Oaks, CA 91361-4921

(subsequently referred to as GTE)

L.A. County Sheriff's
4700 Ramona Blvd, Room 301
Monterey Park, CA 91754-2169
Attn: Inmate Services

(subsequently referred to as Agent)

For provision of Public Telephone Service at:
Inmate Location within GTE area.

(subsequently referred to as the Premises)

GTE will pay the Agent the following commission:
35% of Local & Intra-LATA for GTE
existing locations.
30% of Local & Intra-LATA for GTE
existing location and occupation
of Mira Loma.

- Basic Agreement** - The Agent grants GTE the exclusive right to install and operate public telephones at the Premises; and GTE agrees to provide such service.
- Term** - This Agreement is for an initial term of 3 years from the above date and shall thereafter automatically continue for successive terms of the same duration until terminated under the procedures set out in Paragraph 13, on the reverse side of this page. (EXPIRES! 1/31/98)

This Agreement includes the terms and conditions on the reverse side of this page, and the following attachments:

This Agreement is hereby executed on behalf of GTE and the AGENT by the following duly authorized representatives:

For GTE
Signature: Ted McCarr
Printed Name: Ted McCarr
Title: Senior Account Executive
Date: 1-30-95
Executed at: Commerce

For AGENT
Signature: Sherman Block
Printed Name: Sherman Block
Title: Sheriff
Business Name: L.A. County Sheriff
Bus. Address: 4700 Ramona Blvd
Monterey Park, CA
91754-2169
Business Phone: (213) 897-5353
Date: 2/16/95

Post-It® brand fax transmittal memo 7671 # of pages >

To	From
Co.	Co.
Dept.	Phone #
Fax #	

The terms and conditions contained on this page continue and are part of the Agreement for Operation of Public Telephones.

3. **Commission** GTE will pay the Agent the commission on qualified phones as set out on the first page of this Agreement in a time frame corresponding with the applicable collection intervals. Commission checks will be mailed no later than sixty (60) days after the date of collection.

4. **Installation** GTE will supply and install public telephones, along with such telephone enclosures, protective bumper posts, identifying signs and related equipment as are necessary for efficient and safe use of the telephones, at locations on the Premises which are mutually acceptable to GTE and the Agent. Dates for installation and commencement of service will be as mutually agreed. Installation work will be accomplished in accordance with applicable codes, ordinances and regulations. The type of enclosures, signage and related equipment are subject to approval by the Agent and to provisions of any applicable lease governing Agent's use of the Premises. All telephones, enclosures and related equipment supplied and installed by GTE shall remain GTE's property, and GTE shall be responsible for any loss or damage to such items except as are caused by Agent's negligence or willful misconduct.

5. **Telephone Services** The telephones will provide a full range of services and access, to include use of both coins and telephone company calling cards. GTE will provide all intralata services and will select new features and options to be provided as they become available.

6. **Operation and Maintenance** GTE will maintain the telephones and related equipment in good operating condition, respond to repair calls within 24 hours of notification by the Agent (holidays and week-ends excepted), answer customer inquiries, provide refunds to callers, and operate the service in compliance with all applicable tariffs and regulations. The Agent will maintain the area around the telephones, provide unobstructed public access to the telephones during normal Premises business hours, not allow connection of equipment or extension phones to the telephones or the telephone lines except as authorized by GTE, and notify GTE of any service problem.

7. **Moves and Changes** GTE may relocate or remove any telephone which (1) does not produce minimum revenues to support continued operation in accordance with GTE's guidelines, (2) has, in GTE's judgment, been excessively damaged through vandalism or misuse, (3) an appropriate government agency requests be removed, or (4) the parties mutually agree to relocate or remove.

8. **Removal of Telephones** Upon termination of this Agreement, either in whole or in part with respect to individual telephones or Premises addresses, GTE will at its expense remove the items installed by GTE and return the Premises to a reasonably restored and safe condition, normal wear and tear excepted.

9. **Exclusivity** The Agent grants to GTE the exclusive right to provide public telephones at the Premises for the entire term, without interruption, termination or installation of public telephones from another source, except as specifically provided for in this Agreement. This exclusivity also applies to new locations opened or acquired by the Agent during the term of this Agreement.

10. **Electrical Connection** GTE may connect electric lines for booth or sign lighting to an appropriate connection point on the Premises as approved by the Agent. The Agent agrees to supply the electrical power on a 24-hour basis for booth and sign lighting after the telephones are placed in service.

11. **Premises Access** GTE may enter the Premises during normal business hours for the Premises and at other times upon reasonable notice, for purposes of fulfilling GTE's obligations under this Agreement.

12. **Signage and Advertising** Subject to local ordinances and any lease governing Agent's use of the Premises, GTE shall have the exclusive right to place telephone directories, signage and advertising for products or services that do not compete with Agent's business, within or on the telephone enclosures.

13. **Termination** Either party may terminate this Agreement at the end of the initial or any subsequent term by giving written notice to the other of at least sixty (60) days prior to the end of the term. Either party may terminate this Agreement by written notice if the other party becomes insolvent, makes an assignment for the benefit of creditors, is unable to pay debts as they mature, has a trustee or receiver appointed over all or any substantial part of its assets, or goes out of business. If a party fails to perform any major obligation under this Agreement, the other party shall give written demand to cure, and if the non-performing party does not correct the deficiency within sixty (60) days of receipt of such demand, the notifying party may terminate this Agreement upon second written notice. This Agreement may otherwise be terminated only upon mutual agreement.

14. **Subcontractors, Assignment and Successors** Either party may perform its obligations under this Agreement through duly authorized subcontractors or agents. This Agreement may not be assigned without the other party's prior written consent, which shall not unreasonably be withheld. However, either party may assign its rights and obligations hereunder, in whole or in part, to a subsidiary, successor or related company upon prior written notice to the other party. This Agreement binds the parties and their successors and assigns, and is a contractual obligation for use of the Premises and provision of public telephone service which shall continue between GTE and a new owner for the term of this Agreement upon change in ownership of the Premises or of the Agent's business conducted there.

15. **Causes Beyond Control of a Party** Neither party shall be liable for failure to perform obligations under this Agreement if prevented from doing so by a cause or causes which could not with reasonable diligence be controlled or prevented by the party.

16. **Indemnification** GTE will hold the Agent harmless from claims or liabilities arising out of GTE's ownership, installation, operation, maintenance or removal of the telephones and related equipment as provided for in this Agreement, except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct of the Agent, its agents, servants, officers or employees. The Agent will hold GTE harmless from claims or liabilities arising out of the Agent's operation and maintenance of the Premises, except for claims or liabilities arising from negligent acts or omissions or wrongful or willful misconduct of GTE, its agents, servants, officers or employees.

17. **Limitation of Liability** With the exception of improper termination in violation of Paragraph 13 or breach of the exclusivity or authority provisions of Paragraphs 9 and 19, neither party shall be liable to the other for any special, consequential or incidental damages in connection with either party's performance, delayed performance, or nonperformance of this Agreement or any part of it.

18. **Applicable Law** This Agreement shall be governed by and interpreted in accordance with the domestic laws of the State of where this Agreement is executed by GTE. This Agreement shall at all times be subject to such changes or modifications as the appropriate state or federal regulatory agencies may from time to time direct and approve in the exercise of their jurisdiction. In the event any provision of this Agreement is in conflict with any state or federal law or regulation, such provision shall be deemed modified to conform with such law or regulation and all other provisions of this Agreement shall continue in full force and effect.

19. **Authority** The person signing represents and warrants to have the Agent's authority to execute this Agreement, that the Agent has not entered into any other agreement for concurrent public telephone service at the Premises, and that the Agent owns, leases or otherwise controls the Premises with full authority to agree to the provision of public telephone service as set out in this Agreement.

20. **Entire Agreement** Except for written amendments, supplements or modifications made subsequently and signed by both parties, this Agreement represents the entire agreement between GTE and the Agent with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations and agreements, either oral or written.

GTE Telephone Operations
AGREEMENT FOR OPERATION OF PUBLIC TELEPHONES
 FORM 90002452 (10-91)

DISTRIBUTION:
 White - Central Files
 Yellow - Customer
 Pink - PCCC File
 Goldrod - Account Executive Returns

THIS AGREEMENT IS MADE ON _____ BETWEEN _____

GTE Telephone Operations
3500 Willow Lane
Mail Code: CAM33UBW
Thousand Oaks, CA 91361
 (subsequently referred to as GTE)

L.A. County Sheriff's
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
Attn: INMATE SERVICES
 (subsequently referred to as Agent)

For provision of Public Telephone Service at:

Various Department Locations

 (subsequently referred to as the Premises)

GTE will pay the Agent the following commission:

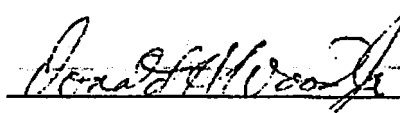
23% of Local & Intra-Lata,
2% equipment retention bonus
to be paid at end of calendar
year, 1993 & 1994 bonus to be
paid during January of following
year. 1993 bonus to be pro-rated
for 7 months. (June 1 - December 31)

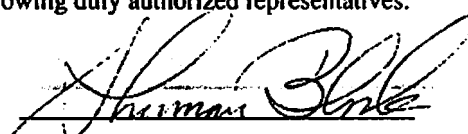
1. Basic Agreement The Agent grants GTE the exclusive right to install and operate public telephones at the Premises, and GTE agrees to provide such service.

2. Term This Agreement is for an initial term of 20 mos years from the above date and shall thereafter automatically continue for successive terms of the same duration until terminated under the procedures set out in Paragraph 13, on the reverse side of this page. (Expires 1/31/95)

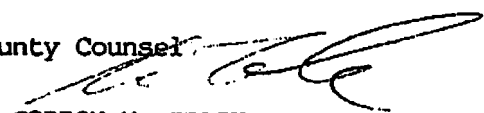
This Agreement includes the terms and conditions on the reverse side of this page, and the following attachments:

This Agreement is hereby executed on behalf of GTE and the AGENT by the following duly authorized representatives:

For GTE
 Signature: 
 Printed Name: Donald H. Wood Jr.
 Title: Area Sales Manager
 Date: 11-11-93
 Executed at: Thousand Oaks, CA

For AGENT
 Signature: 
 Printed Name: SHERMAN BLOCK
 Title: SHERIFF
 Business Name: LA COUNTY SHERIFF
 Bus. Address: 4700 RAMONA BLVD.
MONTEREY PARK, CA.
91754-2169
 Business Phone: (213) 526-5000
 Date: 11-17-93

APPROVED AS TO FORM:
 DeWITT W. CLINTON

County Counsel
 By 
 GORDON W. TRASK
 Senior Deputy County Counsel