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

LEROY D. BACA, SHERIFF

October 25, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

EXTENSION OF AGREEMENT NUMBER 73264 WITH VERIZON AND ASSIGNMENT OF THE AGREEMENT TO PUBLIC COMMUNICATIONS SERVICES FOR TELEPHONE SERVICES FOR INMATES IN SHERIFF'S DEPARTMENT DETENTION FACILITIES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign Amendment Number Ten to Agreement Number 73264 with Verizon, to provide continued telephone services for inmates in Sheriff's detention facilities in Palmdale, Lancaster, and Mira Loma while a new consolidated telephone service agreement is being negotiated.

   A. Assign the agreement in its entirety to Public Communications Services (PCS) upon the Board's approval; and

   B. Extend the contract period of the agreement from November 1, 2005, to April 30, 2006, on a month-to-month basis in any increment.

2. Authorize the Sheriff, or his designee, to exercise the above amended extension provisions, if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Verizon currently provides local and Intralata telephone services for inmates in Sheriff's detention facilities in Palmdale, Lancaster, and Mira Loma on a month-to-month basis through October 31, 2005. Due to its recent decision to focus on the wireless and broadband businesses, Verizon has requested to assign the agreement in its entirety to PCS effective upon Board approval. The Sheriff's Department has recently released the RFP for consolidated inmate telephone services for inmates in Sheriff's and Probation Departments detention facilities. The Sheriff's Department expects to complete the selection process and present a new consolidated agreement for complete telephone services for the Board's approval shortly. On April 26, 2005, your Board approved extensions of the contracts with SBC and GTL Public Communications Inc. (formerly known as TCG Public Communications Inc., a Division of AT&T), respectively for inmate telephone services on a month-to-month basis through April 30, 2006. The purpose of this recommended action is to extend the Verizon agreement so that it will terminate on the same date as the other agreements, and to request approval of the assignment of the agreement in its entirety to PCS.

Implementation of Strategic Planning Goals

The services provided under this agreement support the County's Strategic Goal #1, Service Excellence. Specifically, this amendment will enable the County to provide uninterrupted telephone services to inmates in Palmdale, Lancaster, and Mira Loma. This amendment also supports the County's Strategic Goal #4, Fiscal Responsibility, by ensuring fiscally sound provision of services.

FISCAL IMPACT/FINANCING

There will be no net County cost incurred. The current agreement with Verizon generates revenues, which are paid to the Sheriff's Inmate Welfare Fund. Approval of this agreement will not alter the original rates.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there are three separate agreements with three different telephone companies for inmate telephone services. SBC provides local telephone services in the Sheriff's and Probation detention facilities in the San Gabriel, San Fernando Valley, and the Central City areas. GTL Public Communications Inc. provides long distance telephone services for all inmates in the Sheriff's detention facilities in the County. The current agreements with SBC and GTL Public Communications Inc. allow the two telephone companies to provide telephone services to inmates in Sheriff's detention

facilities on a month-to-month basis through April 30, 2006. The third company, Verizon, provides local telephone services in Sheriff's detention facilities in Palmdale, Lancaster, and Mira Loma. Verizon is terminating its inmate telephone businesses and is requesting to assign its agreement in its entirety to PCS.

PCS has agreed to comply with all County Requirements.

The amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

The agreement with Verizon (formerly GTE Telephone Operations) was first approved by the Sheriff on November 17, 1993. On February 13, 2001, the Board approved Agreement Number 73264, incorporating the terms of that agreement into a Board approved contract from March 1, 2001, to March 1, 2004. On February 17, 2004, and again on April 26, 2005, the Board extended the agreement to the current termination date of October 31, 2005. It is the intention of the Sheriff's Department to replace all three telephone agreements by a new consolidated telephone service agreement with a single vendor.

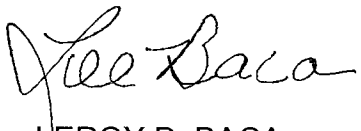
IMPACT ON CURRENT SERVICES

There is no negative impact on the services provided to the inmates in Sheriff's detention facilities. Your Board's approval of this amendment will ensure continued and uninterrupted telephone services.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and three (3) sets of original executed copies of the amendment to the Sheriff's Department, Fiscal Administration, Contracts Unit.

Sincerely,



LEROY D. BACA
SHERIFF

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 it 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:_____
Chair, Board of Supervisors

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

By: _____
Deputy

VERIZON CALIFORNIA, INC.

By: Kathy Kodle

PRINT NAME: Kathy Kodle

TITLE: Sr. V.P of Sales/MKTG

DATE: 9/30/05

PUBLIC COMMUNICATIONS SERVICES, INC.

By: Tommie E. Joe

PRINT NAME: Tommie E. Joe

TITLE: Chief Operating Officer

DATE: 9/29/05

APPROVED AS TO FORM:
RAYMOND G. FORTNER
County Counsel

By: _____
Gary Gross
Principal Deputy County Counsel

AGREEMENT OF ASSIGNMENT AND ASSUMPTION

This Agreement of Assignment and Assumption, ("Agreement") effective September 30, 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, L.A. County Sheriff's ("County") and Verizon California are parties to an Agreement for Verizon Payphone Services effective January 30, 1995 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 of 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

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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:

Verizon
700 Hidden Ridge
Irving, TX 75038
Attn: Beth Temperley
Mailcode: HQW01N36
Fax Number: 972-718-7632

With a copy to:

Verizon
600 Hidden Ridge
Irving, TX 75038
Attn: Bruce Kazee
Mailcode: HQE03H21
Fax Number: 972-718-7634

If to VSC:

Verizon
700 Hidden Ridge
Irving, TX 75038
Attn: Beth Temperley
Mailcode: HQW01N36
Fax Number: 972-718-7632

With a copy to:

Verizon
600 Hidden Ridge
Irving, TX 75038
Attn: Bruce Kazee
Mailcode: HQE03H21
Fax Number: 972-718-7634

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: Kathy Koelle

Name: Kathy Koelle

Title: Sr. Vice President Sales/MKtg

Date: 10/3/05

Public Communications Services, Inc.

By: Tommie E. Joe

Name: TOMMIE E. JOE

Title: COO

Date: 9/30/05

Verizon Services Corp.

By: Kathy Koelle

Name: Kathy Koelle

Title: Sr. Vice President Sales/MKtg

Date: 10/3/05