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

LEROY D. BACA, SHERIFF

February 12, 2008

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

Dear Supervisors:

APPROVE AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 75480 FOR INMATE TELEPHONE SERVICES FOR THE SHERIFF'S AND PROBATION DEPARTMENTS' DETENTION FACILITIES (ALL DISTRICTS) (3 VOTES)

JOINT RECOMMENDATION WITH CHIEF PROBATION OFFICER THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign Amendment Number One to Agreement Number 75480 with Pacific Bell Telephone Company, dba AT & T, California (hereafter AT & T), for inmate telephone services for the Sheriff's Department's (Sheriff) and Probation Department's detention facilities, which will result in the following actions:

1. Assigns the Agreement in its entirety to Global Tel*Link Corporation (GTL) upon the Board's approval;

2. Revises the Term of Contract to eight years from the Effective Date of December 13, 2005; and

3. Amends the revenue terms to increase revenue to the Inmate Welfare Fund by $6 million.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 13, 2005, the Board approved the above Agreement with AT & T for five years with an option to extend for up to three (3) additional one (1) year periods. Due to

a recent change in its strategic direction to focus on wireless communication, AT & T has requested to assign the Agreement in its entirety to GTL, effective upon Board approval.

As one of the conditions of the proposed assignment to protect its investments in the business, GTL has requested to extend the base Term of Contract to eight years from the effective date to include the three (3) additional one (1) year optional periods. GTL has agreed to amend the revenue terms of the Agreement to pay an additional amount of $6 million, which will be deposited in the Sheriff's Inmate Welfare Fund. This Agreement will allow GTL to provide complete telephone services to inmates and juveniles in the Sheriff and Probation Departments' detention facilities.

Implementation of Strategic Planning Goals

The services provided under this Amendment support the County's Strategic Goal 1, for Service Excellence. Specifically, the Amendment will enable the County to provide uninterrupted telephone services to inmates and juveniles in the Sheriff and Probation Departments' detention facilities. The Amendment also supports the County's Strategic Goal 4, Fiscal Responsibility, by ensuring fiscally sound provision of services.

FISCAL IMPACT/FINANCING

There is no net County cost for these services. The current agreement with AT & T provides revenues paid to the Sheriff's Inmate Welfare Fund. The revenue rate of 52 percent of gross billed revenue will remain the same. GTL has also agreed to make a one-time payment of $6 million to the Sheriff's Inmate Welfare Fund within thirty (30) days of execution of the Assignment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

GTL is the current platform service provider of AT & T's telephone system for inmates and juveniles housed in the Sheriff and Probation Departments' detention facilities and is one of the largest inmate telephone service provider in the nation. AT & T has been a strategic transport provider to GTL. Assigning the current inmate and juvenile telephone services agreement to GTL will ensure a smooth and efficient transition of the telephone services.

GTL has agreed to comply with all County requirements.

The Amendment and Assignment have been approved as to form by County Counsel.

CONTRACTING PROCESS

Subject to the approval of the Assignment and the revision of the Term of Contract, the Agreement will expire on December 12, 2013. The Sheriff will start a new solicitation process prior to the expiration of the Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact on the services provided to the inmates and juveniles in the Sheriff and Probation Departments' detention facilities. Your Board's approval of this Amendment will ensure continued and uninterrupted telephone services by providing the means for inmates to communicate with their family members and ease the burden of confinement.

CONCLUSION

Upon approval by your Board, please return an adopted copy of this action and four (4) sets of original executed copies of the Amendment to the Sheriff's, Fiscal Administration, Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

WILLIAM T FUJIOKA
CHIEF EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

AMENDMENT NO. 1 TO AGREEMENT NO. 75480
WITH A T & T CALIFORNIA
FOR INMATE TELEPHONE SERVICES

This Amendment Number 1 (Amendment) is entered into by and between the County of Los Angeles (County), Pacific Bell Telephone Company doing business as A T & T California, ("A T & T" or "Assignor"), and Global Tel* Link Corporation ("GTL" or "Assignee") effective as approved by the Board of Supervisors of the County (Effective Date), based on the following recitals:

A. WHEREAS, on December 13, 2005, the County and A T & T entered into County Agreement Number 75480 (hereinafter "Agreement") to provide Inmate Telephone services for inmates in Sheriff's Department detention facilities;

B. WHEREAS, this Agreement will expire on December 31, 2010; and

C. WHEREAS, A T & T wishes to assign the Agreement as permitted by its terms;

D. WHEREAS, GTL desires to take over, assume, and perform the Agreement;

E. WHEREAS the County has agreed to the assumption by GTL of said Agreement.

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

1. Delete Paragraph 7.0 (Term of Contract) and replace it in its entirety with the following:

   7.1 The Term of this Contract shall be eight (8) years from the Effective Date of the Agreement.

   7.2 Contractor shall notify the Sheriff's and Probation's Project Manager when this Contract is within fifteen (15) months of expiration of the Term.

2. Delete Paragraph 11.32 (Notices) and replace it in its entirety with the following:

   11.32 (Notices)
   All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Paragraph 9.0

(Administration of Contract –County) and Paragraph 10.0 (Administration of Contract – Contractor). All notices or demands to the Contractor shall also be sent to the following address:

ORIGINAL TO:	COPY TO:
Global Tel*Link Corporation	Global Tel*Link
12021 Sunset Hills Road, Suite 100	2609 Cameron Street
Reston, VA 20190	Mobile, AL 36607
Attn: Dorothy E. Cukier, Esq.	Attn: SVP, Administration
Phone: (703)955-3915	Phone: (251)861-5802
Fax: (703)435-0980	Fax: (251)473-4588
Email: dcukier@gtl.net	Email: tridgeway@gtl.net

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff or Chief Probation Officer, as applicable, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

3. Pursuant to Paragraph 11.1 (Assignment and Delegation), A T & T hereby assigns this Agreement in its entirety to GTL, on the terms set forth in the attached Exhibit A (Assignment Agreement).

4. Add the following Sub-Paragraph to Paragraph 8.0 (Payment Amounts and Telephone Billing Rates) after Sub-Paragraph 8.4 (Inmate Telephone Billing Rates):

   8.5 Assignee agrees to pay the County a one-time payment of $6,000,000 within thirty (30) days from the Effective Date of this Assignment.

5. 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.

6. Assignee covenants that it approves, ratifies and confirms all terms, covenants and conditions and provisions of the Agreement, that it will perform after the Effective Date of the Assignment at its own expense all duties and obligations imposed 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.

7. 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.

8. The names “GTL” or “Global Tel*Link Corporation” are hereby substituted throughout the County Agreement for each occurrence of the name ”AT & T”, “AT & T California”, “SBC”, “SBC California” or “The Pacific Bell Telephone Company” as applicable.

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.

A T & T, GTL and the persons executing the Amendment on behalf of A T & T and GTL 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. 1 TO AGREEMENT NO. 75480
FOR INMATE TELEPHONE SERVICES

IN WITNESS WHEREOF, A T & T and GTL 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 approved by the Board of Supervisors of the County.

THE COUNTY OF LOS ANGELES

By:_____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
Board of Supervisors

By: _____
Deputy

PACIFIC BELL TELEPHONE COMPANY
dba A T & T CALIFORNIA

By: _____

PRINT NAME: MARK A KOEPP

TITLE: AVP-Public Communications

DATE: 1/29/08

GLOBAL TEL*LINK CORPORATION

By: _____

PRINT NAME: JEFFREY B. HAIDINGER

TITLE: PRESIDENT

DATE: 1/24/08

APPROVED AS TO FORM:
RAYMOND G. FORTNER Jr.
County Counsel

By: G Gross
Gary Gross
Principal Deputy County Counsel

ASSIGNMENT AGREEMENT

This ***ASSIGNMENT AGREEMENT*** (the "Assignment Agreement") is made and entered into the day approved by the Los Angeles County Board of Supervisors ("Effective Date") by and between The Pacific Bell Telephone Company, doing business as AT&T California (hereinafter referred to as "AT&T" or the "ASSIGNOR"); and Global Tel*Link Corporation, a Delaware corporation with principal offices at 2609 Cameron Street, Mobile, AL 36607 (hereinafter referred to as either "GTL" or the "ASSIGNEE"). AT&T, GTL, and COUNTY may hereafter be referred to jointly as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, the ASSIGNOR currently is obligated to provide to the County of Los Angeles, California (hereinafter referred to as the "COUNTY") inmate pay telephone services (the "Services") at COUNTY's inmate facilities known as the Los Angeles County Sheriff's Department ("LASD"), with its administrative offices located at 4700 Ramona Boulevard, Monterey Park, CA 91754 (referred to hereinafter as the "Facility"), pursuant to that certain Inmate Pay Phone Service Agreement, County Agreement Number 75480, by and between the ASSIGNOR and the COUNTY entered into and effective on December 13, 2005 (hereinafter referred to as the "County Agreement"), which is incorporated by reference herein; and

WHEREAS, the County Agreement has an initial term of five (5) years ("Initial Term"), effective December 13, 2005 and terminating on December 12, 2010 ("Termination Date"), with an option to renew for three (3) additional one (1) year renewals upon mutual agreement by ASSIGNOR and COUNTY; and

WHEREAS, the ASSIGNEE is in the business of providing comprehensive inmate pay telephone systems and services; and

WHEREAS, subject to the terms of this Assignment Agreement, ASSIGNOR desires to assign to ASSIGNEE ASSIGNOR'S rights and obligations under the County Agreement arising on and after the Effective Date, and subject to the terms of this Assignment Agreement, ASSIGNEE is willing to assume ASSIGNOR'S rights and obligations arising on and after the Effective Date;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Assumed Obligations" shall mean all of the obligations under the County Agreement arising on and after the Effective Date, specifically including any obligations of ASSIGNEE to COUNTY or third parties, if any, arising (i) under the County Agreement on and after the Effective Date or (ii) in connection with acts and/or omissions of ASSIGNEE that occur on and after the Effective Date.

1.2 "Excluded Obligations" shall mean any obligations of ASSIGNOR to COUNTY or third parties, if any, arising (i) under the County Agreement prior to the Effective Date or (ii) in connection with acts and/or omissions of ASSIGNOR that occurred prior to the Effective Date.

ARTICLE 2. ASSIGNMENT

2.1 ASSIGNOR hereby assigns to ASSIGNEE all of ASSIGNOR'S rights with respect to the County Agreement, as well as the Assumed Obligations with respect to the County Agreement, but none of the Excluded Obligations.

2.2 ASSIGNOR and COUNTY hereby represent to ASSIGNEE that payments and other performance obligations under the County Agreement are up to date and otherwise in compliance with the terms of said County Agreement; that neither ASSIGNOR nor COUNTY has claims against the other; and that neither ASSIGNOR nor COUNTY is aware of any claims or potential claims of third parties related in any way to said County Agreement, or the existence of any Excluded Obligations.

ARTICLE 3. ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF COUNTY AGREEMENT

3.1 Consistent with the terms herein, ASSIGNEE hereby accepts assignment of, and assumes, all of ASSIGNOR'S rights with respect to the County Agreement, as well as the Assumed Obligations with respect to the County Agreement, but does not accept assignment of, nor does it assume, the Excluded Obligations.

ARTICLE 4. RELEASE AND INDEMNITY

4.1 ASSIGNEE hereby fully releases and forever discharges ASSIGNOR, its parents, affiliates, and assigns, and its respective officers, directors, employees, from any and all future claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from the County Agreement as herein assigned and assumed, and ASSIGNEE shall defend, indemnify and hold harmless ASSIGNOR from and against any such claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed; provided, however, that this Assignment Agreement shall not relieve ASSIGNOR of any obligations to the COUNTY under the County Agreement with respect to ASSIGNOR'S performance thereunder prior to the Effective Date. GTL represents that as of the Effective Date it has not had a contractual relationship directly with the COUNTY.

4.2 ASSIGNOR hereby fully releases and forever discharges ASSIGNEE, its parent, affiliates, and assigns, and its respective officers, directors, employees, from any and all past and present claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from any and all Excluded Obligations, and ASSIGNOR shall defend, indemnify and hold ASSIGNEE harmless from and against any loss, damage, expense, cost, claim or liability which may be incurred by or asserted against ASSIGNEE as a result of any failure by the ASSIGNOR to perform any Excluded Obligation or that constitutes an Excluded Obligation.

4.3 COUNTY hereby fully releases and forever discharges ASSIGNEE, its parents, affiliates, and assigns, and its respective officers, directors, employees, from any and all future claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from the County Agreement as herein assigned and assumed, and COUNTY shall defend, indemnify and hold harmless ASSIGNEE from and against any such claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed; provided, however, that this Assignment Agreement shall not relieve ASSIGNEE of any obligations to the COUNTY under the County Agreement with respect to ASSIGNEE'S performance thereunder after the Effective Date.

4.4 COUNTY hereby fully releases and forever discharges ASSIGNOR, its parents, affiliates, and assigns, and its respective officers, directors, employees, from any and all future claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed arising from or that could arise from the County Agreement as herein assigned and assumed, and COUNTY shall defend, indemnify and hold harmless ASSIGNOR from and against any such claims, actions, costs, damages, demands, debts, expenses, liabilities, and sums owed; provided, however, that this Assignment Agreement shall not relieve ASSIGNOR of any obligations to the COUNTY under the County Agreement with respect to ASSIGNOR'S performance thereunder prior to the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment Agreement to be executed by their respective, duly authorized representatives on the day and year below written.

PACIFIC BELL TELEPHONE COMPANY

d/b/a **AT & T CALIFORNIA**

By: _____

Name: MARK A. KOEPP

Title: AVP-Public Communications

Date: 1/29/08

GLOBAL TEL*LINK CORPORATION

By: _____

Name: Jeffrey B. Haidinger

Title: President

Date: 1/24/08

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Date: _____