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

LEROY D. BACA, SHERIFF

August 10, 2004

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

Dear Supervisors:

RECOMMENDATION TO APPROVE AMENDMENT NUMBER THREE TO AGREEMENT NUMBER 73263 WITH AT & T COMMUNICATIONS, INC. FOR LONG DISTANCE 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 Chairman of the Board to sign the attached Amendment Number Three to Agreement Number 73263 with AT & T Communications, Inc. (AT & T) effective August 16, 2004, which provides the following actions:
   - Extends the current term of the Agreement for eight and a half (8½) months until April 30, 2005, to provide continued long distance telephone services for inmates in Sheriff's Department detention facilities.
   - Maintains the current commission percentage payments to the Sheriff's Department's Inmate Welfare Fund.
   - Adds standard County contract provisions that were adopted after your Board approved the original agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to request an eight and a half (8½) month extension for AT & T until April 30, 2005, to allow AT & T to continue to provide long distance telephone services to Sheriff's Department inmates, while allowing the Sheriff's Department to complete the solicitation process for a new telephone service agreement for County inmates. The solicitation process is currently underway and we anticipate its completion later this year.

Implementation of Strategic Planning Goals

The services provided under this Agreement support the County's Strategic Goal # 1 for Service Excellence. Specifically, the amendment will enable the County to provide telephone service to Sheriff's Department inmates. It also supports the County's Strategic Goal # 4 for 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 for revenues paid to the Sheriff's Inmate Welfare Fund at a rate of 51 percent of AT & T's gross revenue from long distance telephone service from its current locations in Sheriff's detention facilities, or a commission of five (5) million dollars over a three-year period, whichever is greater.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there are three separate agreements with three different telephone companies for inmate telephone services. AT & T provides long distance telephone service for all inmates in Sheriff's detention facilities in the County. The current agreement with AT & T is going to expire on August 15, 2004. Verizon provides local and Intralata telephone services in Sheriff's detention facilities in Palmdale, Lancaster, and Mira Loma areas. On February 17, 2004, your Board approved the extension of the existing agreement for eight (8) months, with an option to extend for another six (6) months, in any increment until April 30, 2005. SBC provides local telephone services in Sheriff's and Probation detention facilities in the San Gabriel Valley, San Fernando Valley, and the Central City areas. The current agreement with SBC will expire on November 2, 2004. The Department's intention with the extension is to continue telephone services while the Sheriff's Department solicits for a new consolidated service agreement.

The Contractor is in compliance with all Board, Chief Administrative Office, and County Counsel requirements, including Jury Service Program and Safely Surrendered Baby Law.

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

CONTRACTING PROCESS

The Sheriff's Department has begun the solicitation process for a new consolidated telephone service agreement and anticipates releasing the Request for Proposal (RFP) in August 2004. The Sheriff's Department, with the assistance of an Information Technology Specialist, is developing a new inmate telephone service agreement. The Sheriff's Department anticipates that the solicitation process will be completed by the end of the year and will return to your Board in early 2005 to seek approval for a new agreement.

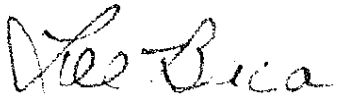
IMPACT ON CURRENT SERVICES

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 original executed copies of the Amendment to the Sheriff's Department, Fiscal Administration, Contracts Unit.

Respectfully submitted,



LEROY D. BACA
SHERIFF

COUNTY OF LOS ANGELES

AMENDMENT NO. THREE TO AGREEMENT NO. 73263 WITH AT & T COMMUNICATIONS, INC. FOR INMATES LONG DISTANCE TELEPHONE SERVICES

This Amendment Number Three ("Amendment") is entered into by and between the County of Los Angeles (hereinafter "COUNTY") and AT & T Communications, Inc. (hereinafter "CONTRACTOR"), effective as of August 16, 2004, based on the following recitals:

A. WHEREAS, on February 13, 2001, the COUNTY and CONTRACTOR entered into COUNTY Agreement Number 73263 (hereinafter "AGREEMENT") to provide long distance telephone services for inmates in Sheriff's Department detention facilities;

B. WHEREAS, this AGREEMENT currently expires on August 15, 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 3, Term, to extend the contract period for eight and a half (8 1/2) months effective from August 16, 2004 to April 30, 2005.

2. Amend Paragraph 3, Term, to add the following: The Sheriff shall have the authority to exercise and execute any and all extension options provided herein.

3. Add the standard County contract provisions that the Board adopted after the original agreement was approved, as contained in Attachment 1 to this Amendment.

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.

CONTRACTOR and the persons executing the Amendment on behalf of CONTRACTOR hereby represent and warrant 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.

COUNTY OF LOS ANGELES

AMENDMENT NO. THREE TO AGREEMENT NO. 73263
FOR INMATES LONG DISTANCE TELEPHONE SERVICES

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 August 16, 2004.

THE COUNTY OF LOS ANGELES

By:_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer/Clerk
Board of Supervisors

By: _____
Deputy

AT & T COMMUNICATIONS, INC.

By: John K Hyland

PRINT NAME: John K Hyland

TITLE: Director

DATE: 7/23/2004

APPROVED AS TO FORM:

Office of the County Counsel

By: Gary Gross
Gary Gross
Principal Deputy County Counsel

DATE: 7/27/04

ATTACHMENT 1 OF AMENDMENT NO. 3 TO AGREEMENT NO. 73263 BETWEEN AT & T COMMUNICATIONS, INC. AND THE COUNTY OF LOS ANGELES FOR INMATES LONG DISTANCE TELEPHONE SERVICES

This Attachment 1 of Amendment No. 3 to Agreement #73263 contains the following additional paragraphs that are added to the body of the Agreement to include the Board required provisions.

1.0 ADMINISTRATION OF CONTRACT - COUNTY
COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit A*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

1.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Paragraph 4.0, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

1.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

2.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

2.1 Contractor's Project Manager

2.1.1 Contractor's Project Manager is designated in *Exhibit B*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

2.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

3.0 RESERVED FOR FUTURE USE

4.0 CHANGE NOTICES AND AMENDMENTS

4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County Project Director.

4.2 For any change that affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors.

4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Sheriff.

5.0 COMPLIANCE WITH APPLICABLE LAW

5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives. The County must notify Contractor in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent Contractor is prejudiced thereby; shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but Contractor shall have control of the defense or settlement; and shall reasonably cooperate with the defense.

6.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Contractor's EEO Certification.

7.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

7.2 Written Employee Jury Service Policy.

7.2.1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for

such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

7.2.2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

7.2.3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

7.2.4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

9.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

10.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

11.0 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

11.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the

basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

12.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

13.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

14.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting

requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

15.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or take other actions as specified in this Contract.

16.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after receipt of notice by Contractor from County regarding the need for repairs.

16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All reasonable costs actually incurred by County specifically for such repairs shall be repaid by Contractor by cash payment upon demand.

17.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract for Contractor or its subcontractors. The County must notify Contractor in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent Contractor is prejudiced thereby; shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but Contractor shall have control of the defense or settlement; and shall

reasonably cooperate with the defense.

18.0 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Paragraph 4.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

19.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable. The County must notify Contractor in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent Contractor is prejudiced thereby; shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but Contractor shall have control of the defense or settlement; and shall reasonably cooperate with the defense.

20.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

21.0 INDEPENDENT CONTRACTOR STATUS

21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of

any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

22.0 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from Contractor's acts and/or omissions in its performance of this Contract. The County must notify Contractor in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent Contractor is prejudiced thereby; shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but Contractor shall have control of the defense or settlement; and shall reasonably cooperate with the defense.

23.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Sheriff's Department
4700 Ramona Boulevard, 2nd Floor West
Monterey Park, California 91754
Attention: Joe Cruz, Manager
Contracts Administration

prior to the effective date of this Amendment No. 3. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance, except for cancellation due to the nonpayment of premium, for which such written notice shall be at least ten (10) days; and;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds.

23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A minus: VII unless otherwise approved by the County.

23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. Termination or suspension of the Contract shall be the County's sole and exclusive remedy for a failure of Contractor to maintain the required insurance, which termination or suspension may be effected by County immediately upon learning of Contractor's failure to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County.

23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, after receipt of notice from County regarding the specific failures of Contractor and reasonable opportunity for Contractor to cure the same, and such failure to comply results in any costs to the County, the Contractor shall pay (1) full compensation for all costs actually incurred by the County (but not including any lost commission payments) and (2) up to the sum of four thousand, five hundred and sixty six dollars ($4,566.00) per day for lost commissions, up to a maximum of fifty thousand dollars ($50,000.00) for the term of this Agreement. For purposes of this Section 23, a "reasonable opportunity for Contractor to cure" a failure shall be seventy-two (72) hours for a material failure of the services at a County facility, and a reasonable period (given commercially reasonable efforts to pursue a cure) for all other failures. In the event that any payments are made by Contractor to County under this Section 23.5, Contractor shall not be liable for any additional payments to County under Section 41.

23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the

required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

24.0 INSURANCE COVERAGE REQUIREMENTS

24.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

24.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

24.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

25.0 RESERVED FOR FUTURE USE

26.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading,

demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.**26.6** The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 26.0 when so requested by the County.

26.7 If the County finds that any provisions of this Paragraph 26.0 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

27.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Sheriff's Department from acquiring similar, equal or like goods and/or services from other entities or sources.

28.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

29.0 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Contractor and the County Project Manager or County Project Director are not able to

mutually resolve the dispute, the Contractor and the Sheriff, or its designee, shall mutually resolve it. In the event that the Sheriff or its designee and the Contractor are unable to mutually resolve a dispute, the parties may avail themselves of such other remedies as may be available to them.

30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

31.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

32.0 CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION

32.1 The Contractor agrees that all of the County's proprietary information, which may include specifications, designs, plans, data, findings, recommendations, proposals, software, computer systems or other Confidential Information which may be disclosed to the Contractor in furtherance of this Contract shall be the property of the County. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the County while such property is within the control and/or custody of the Contractor.

32.2. Any and all inventions, improvements, developments or innovations made, conceived or devised by Contractor in the course of providing services hereunder, are and shall be the sole and exclusive property of Contractor, including all rights to patent, copyrights, trademarks and trade secrets inherent therein and appurtenant thereto. Neither ownership of, nor title to any invention, improvement, development or innovation (including all rights to patents, copyrights, trademarks and trade secrets inherent therein and appurtenant thereto) provided or made available to the County by the Contractor in the course of providing services hereunder shall thereby pass to the County. Subject to the foregoing, if, in the course of providing services hereunder, the Contractor shall develop content or materials that are specific and unique to the County, and which content or materials are not applicable to other customers of the Contractor, then the Contractor shall assign all rights to such content or materials to the County.

33.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION.

33.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or

related to the operation and utilization of Contractor's work under this Contract. The County must notify Contractor in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent Contractor is prejudiced thereby; shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but Contractor shall have control of the defense or settlement; and shall reasonably cooperate with the defense.

33.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

33.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

34.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

35.0 PUBLIC RECORDS ACT

35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 37.0 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

35.2 In the event the County is required to defend an action on a Public Records Act request, at Contractor's request,for any of the aforementioned documents, information, books, records, and/or contents of a proposal

marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

36.0 PUBLICITY

36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 36.0 shall apply.

37.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County upon reasonable written request of the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be made available by the Contractor at a location in Los Angeles County.

37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

37.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 37.0 after reasonable notice and opportunity to cure such

failure shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

38.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

39.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 14.0 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Paragraph 41.0 - Termination for Default.

40.0 TERMINATION FOR CONVENIENCE

40.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 37.0, Record Retention & Inspection/Audit Settlement.

41.0 TERMINATION FOR DEFAULT

41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract and has failed to cure such breach within a reasonable time of receipt of notice of such breach;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract and has not cured such failure within a reasonable time of receipt of notice thereof;or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

41.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for the liquidated damages specified in Section 41.5 as County's sole and exclusive remedy for such termination.

41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

41.4 If, after the County has given notice of termination under the provisions of this Paragraph 41, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 41, or that the default was excusable under the provisions of Paragraph 41.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 40.0 - Termination for Convenience.

41.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Paragraph 41.1, the Contractor and the

County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 41.2, be entitled to liquidated damages from the Contractor of four thousand, five hundred and sixty six dollars ($4,566.00) per day, up to a maximum of fifty thousand dollars ($50,000.00) for the term of this Agreement, pursuant to California Civil Code Section 1671, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Sheriff's Department, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall not in any way change, or affect the provisions of Paragraph 22.0 - Indemnification.

41.6 The rights and remedies of the County provided in this Paragraph 41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract, except that the maximum in liquidated damages available to County from all causes for the term of this Contract shall not exceed fifty thousand dollars ($50,000.00).

41.7 For purposes of this Section 41, a "reasonable time" to cure a failure shall be seventy-two (72) hours for a material failure of the services at a County facility, and a reasonable period (given commercially reasonable efforts to pursue a cure) for all other failures.

42.0 TERMINATION FOR IMPROPER CONSIDERATION

42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

42.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

43.0 TERMINATION FOR INSOLVENCY

43.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

43.2 The rights and remedies of the County provided in this Paragraph 43.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract, except that the maximum in liquidated damages available to County from all causes for the term of this Contract shall not exceed fifty thousand dollars ($50,000.00). .

44.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

45.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

46.0 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 46.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

47.0 WARRANTY AGAINST CONTINGENT FEES

47.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

47.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

48. ASSIGNMENT

The Contractor shall not assign or subcontract the whole or any part of this Contract without the County's prior written consent, which consent shall not be unreasonably withheld. Provided, however, that Contractor may assign and transfer this Contract in its entirety without such consent to any successor-in-interest of Contractor with or into which Contractor may merge or consolidate or which may succeed to the assets of Contractor or a major portion thereof related to its inmate and pay telephone operations, or to any parent, subsidiary or affiliate corporation. Additionally, the Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the County, provided that Contractor gives written notice (including evidence of such assignment) to the County thirty (30) days in advance of any payment so assigned. Such assignment of its right to receive payments shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

CONTRACTOR'S ADMINISTRATION

AT&T Communications, Inc.
CONTRACTOR'S NAME

CONTRACT NO. 73263

CONTRACTOR'S PROJECT MANAGER:

Name: Paul Turner
Title: Account Executive, Inmate Calling Markets
Address: 2799 Morgan Drive Fl 2
San Ramon, CA 94583
Telephone: 925-803-7555
Facsimile: 925-833-8543
E-Mail Address: pnturner@att.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Thomas Sweeney
Title: Director of Inmate Services
Address: 1725 Shenandoah Rd
Wimauma, Fl 33598
Telephone: 813 633-7913
Facsimile: 813 634-9369
E-Mail Address: twsweeney@att.com

Name: Howard Tharp
Title: Regional Sales Manager
Address: 9257 Phinney North
Seattle, WA 98103
Telephone: 206 297-8319
Facsimile: 206 297-2916
E-Mail Address: hptharp@att.com

Initialed: _____ (AT&T) _____ (County)

EXHIBIT A to
Attachment 1 of Amendment No. 3 to Agreement No. 73263
Between AT&T Communications, Inc. and
The County Of Los Angeles for
Inmates Long Distance Telephone Services

COUNTY'S ADMINISTRATION

CONTRACT NO. 73263

COUNTY PROJECT DIRECTOR:

Name: Robert K Hudson
Title: Lieutenant, Inmate Services Unit, Sheriff's Department
Address: 450 Bauchet Avenue, Room E888
Los Angeles, CA 90012
Telephone: 213-893-5111
Facsimile: 323-415-3806
E-Mail Address: rkhudson@lasd.org

COUNTY PROJECT MANAGER:

Name: Grady Machnick
Title: Sergeant, Inmate Services Unit, Sheriff's Department
Address: 450 Bauchet Avenue, Room E888
Los Angeles, CA 90012
Telephone: 213-893-5112
Facsimile: 323-415-7502
E-Mail Address: GMMachni@lasd.org

Initialed: _____ (AT&T) _____ (County)