

NASSAU COUNTY CONTRACT

LAURA CURRAN
NASSAU COUNTY EXECUTIVE



JAMES DZURENDA
SHERIFF

SHERIFF'S DEPARTMENT
NASSAU COUNTY CORRECTIONAL CENTER

July 1, 2020

George Dahlbender
01A0341
Green Haven Correctional Center
P.O. Box 4000
Stormville, New York 12582

Re: FOIL Request/Reference Number 123507

Dear Mr. Dahlbender:

We are in receipt of your FOIL request seeking the resolution and/or contract pertaining to the inmate telephone services, inmate tablet services and the inmate tele/video visiting services at the County Jail.

Please be advised that to the extent your request seeks records concerning inmate tablet services and the inmate tele/video visiting services your request is denied as no records exist. With respect to the portion of your request which seeks records concerning inmate telephone services, enclosed please find the records responsive to your request.

You may appeal this decision within 30 days, in writing to the FOIL Appeals Officer at the Office of the Nassau County Attorney, One West Street, Mineola, New York 11501. Please be advised that any further inquiries regarding this matter must contain the FOIL reference number indicated above.

Very truly yours.

Joanne L. Oweis
FOIL Officer

Enclosure

AMENDMENT NO. 1

USE AND OCCUPANCY PERMIT

THIS AMENDMENT, dated as of March 19, 2013 (together with the schedules, appendices and attachments, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Sheriff's Department/Nassau County Correction Center, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department"), and (ii) Global Tel*Link Corporation, a corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 (the "Permittee" or "Company").

WITNESSETH:

WHEREAS, pursuant to the Use and Occupancy Agreement between the County and the Permittee, duly executed on behalf of the County on February 8, 2010, 4, 2011 (the "Original Agreement"), the Permittee was granted permission to use and occupy the "Premises" as set forth in the Original Agreement, for the purpose of providing inmate telephone "Services", as defined in the Original Agreement; and

WHEREAS, the term of the Original Agreement is from February 8, 2010 through February 7, 2013, with an option to renew the term of the Original Agreement for up to two (2) additional one (1) year periods under the same terms and conditions (the "Original Term"); and

WHEREAS, the County and the Permittee desire to exercise the option to renew the Use and Occupancy Agreement as set forth in the Original Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Renewal. The Original Agreement shall be renewed for an additional two (2) years, commencing February 8, 2013, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 7, 2015.
2. Sign-on Payment. Within ten (10) business days of receipt by the permittee of the fully executed Amendment No. 1 to the Original Agreement, the Permittee will pay to the County the sum of One Hundred Thousand Dollars (\$100,000.00).
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amended Agreement shall remain in full force and effect and govern the relationship of the parties for the Extension Term of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

GLOBAL TEL*LINK CORPORATION

By: [Signature]
Name: Jeffrey B. Haidinger
Title: President and CEO
Date: 3/11/13

NASSAU COUNTY

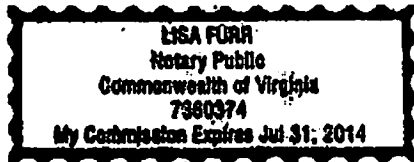
By: [Signature]
Name: Richard R. Walker
Title: Chief Deputy County Executive
Date: 3/19/13

PLEASE EXECUTE IN BLUE INK

COMMONWEALTH OF VIRGINIA)
)ss.:
COUNTY OF FAIRFAX)

On the 11th day of March in the year 2013 before me personally came Jeffrey B. Haidinger to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfax; that he or she is the President and CEO of Global Tel*Link Corporation, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

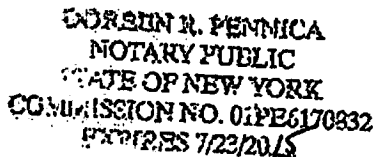
[Signature]
NOTARY PUBLIC



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 19 day of March in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

[Signature]
NOTARY PUBLIC





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (847) 953-5390	
	E-MAIL ADDRESS:	
INSURED GTEL Holdings, Inc. Global Tel* Link Corporation 107 St. Francis St., 33rd Floor Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: Chubb Indemnity Insurance Co.	NAIC # 12777
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570047381229** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	SUBROGATION (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			35833545	09/01/2012	09/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Errors & Omissions \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71725786	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Nassau County NY Correctional Center is included as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Nassau County NY Correctional Center Attn: Gary Peckett, Sr. Operations Analyst, Office of Mgt. & Budget Risk Management 1 West St., 3rd Floor, Room 324 Garden City NY 11501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amn Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME: NAME: [] PHONE (AC, No, Ext): (866) 283-7122		FAX (AC, No.): (847) 953-5390
	E-MAIL ADDRESS: []		
INSURED GTEL Holdings, Inc. Global Tel* Link Corporation 107 St. Francis St., 33rd Floor Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Chubb Indemnity Insurance Co.		12777
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570047381238** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

CLASS	TYPE OF INSURANCE	ADDITIONAL INSURED (BUS, WH, R)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		35833545	09/01/2012	09/01/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMMER'D AUTOLE LIMIT (Per accident)
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB					EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		71725786	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC, STATUTORY LIMIT <input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NY)	Y/N				E.L. EACH ACCIDENT \$1,000,000
	<input type="checkbox"/> N <input type="checkbox"/> N/A					E.L. DISEASE-EA EMPLOYEE \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Nassau County Sheriff's Department is included as an Additional Insured with respect to the General Liability policy.

CERTIFICATE HOLDER Nassau County Sheriff's Department Attn: Elizabeth J. Loconsolo General Counsel 100 Carmen Avenue East Meadow NY 11554 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Amn Risk Services South, Inc.</i>
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Holder Identifier: Certificate No.: 570047381238



CERTIFICATE OF LIABILITY INSURANCE

DATE(M/D/YYYY)
03/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (847) 933-5390 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED GTEL Holdings, Inc. Global Tel* Link Corporation 107 St. Francis St., 33rd Floor Mobile AL 36602 USA	INSURER A: Federal Insurance Company	20281
	INSURER B: Great Northern Insurance Co.	20303
	INSURER C: Chubb Indemnity Insurance Co.	12777
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570049287402 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

CLASS	TYPE OF INSURANCE	CLASS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PERC: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER. <input type="checkbox"/> LOC		35833545	09/01/2012	09/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Errors & Omissions \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		7353-38-39	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		79839962	09/01/2012	09/01/2013	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	71725786	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> WC <input type="checkbox"/> STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYER \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570049287402

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: GTL Innate Telephone System. Nassau County NY Correctional Center is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Nassau County Office of Purchasing Attn: Gerald Kraus 240 Old Country Road, Suite 307 Mineola NY 11501 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

USE and OCCUPANCY

THIS PERMIT, dated as of _____, 2010, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement" or "U&O"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 (the "Permittee" or "Company").

WITNESSETH:

WHEREAS, the County desires to hire the Permittee to provide inmate telephone service at the County's correctional facility as described in this Agreement; and

WHEREAS, the Permittee desires to provide the services described in this Agreement.

NOW, THEREFORE, in consideration of the covenants and restrictions and demands contained herein and the fees and revenue to be paid by the Permittee to the County, the Permittee shall have the right to use and occupy the Premises as detailed herein, pursuant to the conditions and regulations, whether general or special, which are hereinafter set forth as follows.

1. Term. This Agreement shall commence on the day this Agreement is executed by the County and continue for three (3) years unless revoked in accordance with the provisions of this Agreement; provided that the County may renew this Agreement for two (2) additional one (1) year periods.

2. Use. (a) The County does hereby grant to the Permittee permission to use and occupy the "Premises" to provide inmate telephone "Services," as hereinafter defined, subject to and in accordance with the provisions set forth in this Agreement.

3. Services. (a) The scope of this Agreement shall include without limitation the installation, operation, maintenance and management of the Global Tel*Link platform and telephones, enclosures, and related equipment ("Equipment") furnished by the Company ("Services") at the County's correctional facility located at 100 Carmen Avenue, East Meadow, New York ("Facility"). Such Equipment as listed in Exhibit A, which may be amended from time to time, shall include Equipment whether newly installed or renovated and located at the Facility or any other facility as mutually agreed upon by the parties. For purposes of this Agreement, the specific areas and locations required by the Permittee to provide inmate telephone service shall be deemed the premises ("Premises"). Consequently, the Premises shall be deemed those specific areas and locations contained within the Facility.

(b) Further to the foregoing the Permittee shall provide all management services necessary to implement this Agreement, which shall include the following responsibilities:

i. the establishment of and compliance with all tariffs, rules, regulations, orders and policies of Federal and State regulatory authorities applicable to the payphone and automated operator services provided by the Permittee;

ii. the establishment and maintenance of all billing and payment arrangements with local and inter-exchange carriers;

- iii. the processing of all telephone call records;
- iv. the performance of all validation, billing, out-clearing and collection services;
- v. the handling of all billing and other inquiries;
- vi. fraud control;
- vii. provision of all other services essential to the performance of the Permittee's obligations under this Agreement.

(c) The Permittee, at no cost to the County, shall assign a full-time Administrator onsite at the Department to aid and assist the County in utilizing the platform, as well as repairing the phones on an immediate basis.

(d) For purposes of this Agreement, the term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Permittee are installed upon the premises owned or controlled by the County or any of its agencies, such property shall remain in all respects that of the Permittee. The County may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by all parties.

3. **4. Payment.** (a) Amount of Consideration. Permittee will pay the County fifty-four percent (54%) of the gross revenue ("Gross Revenue") billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Permittee. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) any amount Permittee collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Permittee in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the County unless written objection is received by the Permittee in accordance with Section 10 within one hundred and twenty (120) days of receipt of commission payment by the County.

(b) Sign-on payment. Within ten (10) business days of receipt by the Permittee of a fully executed Agreement, the Permittee will pay to the County the sum of twenty five thousand dollars (\$25,000.00). Thereafter, the Permittee will pay to the County the sum of twelve thousand dollars (\$12,000.00) within ten (10) days of the commencement of the second and third contract years.

(c) Commission payments shall be delivered to the address listed in this Section, which may be changed by the County from time to time upon notice to Permittee in accordance with the notice provision of this Agreement.

Nassau County Correctional Center
100 Carman Avenue

East Meadow, NY 11554
Att: Warren Vandewater, Budget Director

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the New York State's telecommunication regulatory authority and the Federal Communications Commission (FCC).

6. Accounting Procedures and Records (a) The Permittee shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall be available during business hours for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this paragraph shall survive the termination of this Agreement.

(b) The revenue payment and reporting cycle will be a maximum of forty-five (45) days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment shall be mailed directly to the County. The following information shall be provided for each location by telephone number:

- i. Total Calls;
- ii. Total minutes of use
- iii. Type of call
- iv. Total usage revenue

(c) All call detail records ("CDR") and call recordings contained in the Equipment provided by Permittee to County are the exclusive property of the County.

7. Records Access. Each party shall keep confidential any information it learns about the other's business or operations during the term of this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants as required to perform their obligations hereunder, provided, however, that the parties shall cause all persons with whom the information is shared to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the request or demand for information. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party.

8. County Responsibilities. During the term of this Agreement, including any renewal period(s), the County agrees to:

(a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Permittee.

(b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) Permit reasonable access to its respective facilities without charge or prejudice to Permittee employees or representatives provided that the Permittee shall ensure that all employees or representatives comply with all rules and regulations governing the Facility and any other County property.

(d) County agrees that during the term of this Agreement, including any renewal period(s), the Permittee shall have the exclusive right to provide Inmate telephone service at the Facility provided, however, that the Permittee shall provide written notification to the County if it chooses not to exercise this exclusive right.

(e) During the term of this agreement, the County agrees it will not allow other inmate telephones to either remain or be installed at the Facility's property. This is to include any additional inmate telephones required to facilitate County expansion at its present location(s) during the term of this Agreement and any extensions of this Agreement.

(f) Stipulate that Permittee has no responsibility to advise County with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by the County or compliance therewith. Permittee disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline or compliance therewith. Each party shall at all times comply with all Law, as hereinafter defined, applicable to the provision of Services hereunder.

9. Title. Title to Equipment hereunder shall be and at all times remain in the Permittee.

10. Relocation. Equipment shall not be disconnected or moved by the County from the location in which it is installed. The Permittee shall be responsible for the relocation of all Equipment.

11. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

12. Indemnification; Defense; Cooperation. (a) The Permittee shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Permittee or a Permittee Agent, regardless of whether due to negligence, fault, or default, including Losses in connection

with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Permittee shall not be responsible for any portion of a Loss that is caused by the negligence of the County.

(b) The Permittee shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Permittee's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Permittee is responsible under this Section, and, further to the Permittee's indemnification obligations, the Permittee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Permittee shall, and shall cause Permittee Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Permittee and/or a Permittee Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

13. Risk of Loss. (a) The Permittee and its insurers shall relieve the County of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, County shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of the County or its employees.

(b) In no event shall either party be liable to the other for any indirect, special, or consequential damages, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages.

14. Insurance. (a) Types and Amounts. The Permittee shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less three million dollars (\$3,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate; (iii) compensation insurance for the benefit of the Permittee's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Permittee pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Permittee shall be solely responsible for the payment of all deductibles to which such policies are subject. The Permittee shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Permittee under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this

Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Permittee shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Permittee shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Permittee to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Permittee to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

15. Independent Contractor. Permittee acknowledges that it is an independent contractor. The Permittee shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Permittee (a "Permittee Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

16. No Arrears or Default. The Permittee is not in arrears to the County upon any debt or contract and it is not in default as surety, Permittee, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

17. Compliance with Law. (a) Generally. The Permittee shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Permittee shall comply with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Permittee agrees as follows:

- (i) Permittee shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Permittee has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Permittee to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Minimum Service Standards. Regardless of whether required by Law: (a) The Permittee shall, and shall cause Permittee Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Permittee shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Permittee operates. The Permittee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Permittee Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

20. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane or tornado.

21. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii)

amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

22. Revocation. a). Notwithstanding any language contained herein, this U&O is terminable at will by the County in its sole and absolute discretion, at any time in the event that the Premises is required for governmental use ("Government Use"), which termination shall not be exercised in an arbitrary or capricious manner. Such termination shall be effective thirty (30) days after written notice is sent to the Permittee. The County and its agents shall not be liable for damages to Permittee in the event that this License is terminated as provided for herein. In the event such notice is not given, this License shall terminate as described in Section 1 of this agreement. Further to the foregoing, where the County elects to revoke this Agreement for convenience, the County shall reimburse the Permittee for costs associated with the installation, operation and maintenance of the Equipment provided that such reimbursement shall not exceed Ten Thousand Dollars (\$10,000.00). For the purpose of this section Government Use shall be deemed any activity of the County, which is required to advance the public health, safety or welfare.

b) This U&O may be terminated for "Cause" by the County immediately upon the receipt by the Permittee of written notice of termination, provided that the Permittee shall have thirty (30) days to cure such breach. For purposes of this section Cause shall include (i) breach of this U&O or (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this U&O to be legally and professionally rendered.

c) This U&O may be terminated upon mutual written agreement of the County and the Permittee.

23. Alterations or Improvements. The Permittee shall make no alterations or improvements to the Premises, structural or non-structural, without the prior written consent of the County.

24. Limitations on Actions and Special Proceedings against the County. No action or special proceeding, with the exception of an action arising under Section 8(f), shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Permittee shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable Deputy County Executive ("DCE") for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Permittee shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Permittee shall allege that the above-described actions and inactions preceded the Permittee's action or special proceeding against the County.

(b) **Time Limitation.** Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

25. **Notices.** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d) (i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Permittee shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Permittee, to the attention of the person who executed this Agreement on behalf of the Permittee at the address specified above for the Permittee, or in each case to such other persons or addresses as shall be designated by written notice.

26. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

27. **Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other hereunder. Notwithstanding the foregoing, in addition to the specific provisions for survival beyond expiration or early termination of obligations contained throughout this Agreement, Sections 6, 8(f), 11 and 12 shall survive the expiration or earlier termination of this Agreement.

28. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

29. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

30. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements between the parties pertaining to the subject matter hereof.

31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the Permittee and the County have executed this Agreement as of the date first above written.

KRISTIN SHAUGHNESSY
Notary Public
Commonwealth of Virginia
7118890
My Commission Expires Mar 31, 2011

*I was to define me this
14th day of January 2010
Kristin Shaughnessy
Notary*



GLOBAL TEL*LINK CORPORATION

By: *[Signature]*
Name: Jeffrey B. Haidinger
Title: President, Services
Date: 1-14-10

NASSAU COUNTY

By: *[Signature]*
Name: RICHARD D. WARDEN
Title: Deputy County Executive
Date: _____

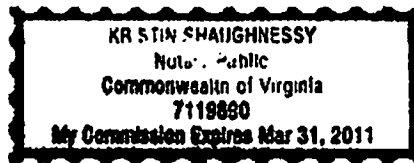
COMMONWEALTH OF VIRGINIA)

)ss.:

COUNTY OF FAIRFAX)

On the 14th day of January in the year 2010, before me personally came Jeffrey B. Haldinger, to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfax; that he or she is the President, Services of Global Tel*Link Corporation, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Kristin Shaughnessy
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 9 day of February in the year 2010 before me personally came Richard Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Doreen Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

Exhibit A

Facility Name and Address:

**Nassau County Correctional Center
100 Carman Avenue
East Meadow, NY 11554**

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

- ❖ GTL Lazerphone platform (existing)**
- ❖ 168 Inmate Telephones (existing)**
- ❖ 365 Days Recording Storage (existing)**
- ❖ Two (2) desktop workstations (existing)**
- ❖ One (1) laptop workstation (existing)**
- ❖ One (1) VPN License (existing)**

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Permittee hereby certifies the following:

1. The chief executive officer of the Permittee is:

Brian Oliver _____ (Name)
12021 Sunset Hills Road, Suite 100, Reston, VA 20190 (Address)
(703) 955-3887 _____ (Telephone Number)

2. The Permittee agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Permittee does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Permittee establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Permittee

3. In the past five years, Permittee _____ has has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Permittee, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Permittee in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Permittee agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

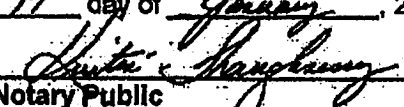
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1-14-10
Dated _____



Signature of Chief Executive Officer

Brian Oliver
Name of Chief Executive Officer

Sworn to before me this
14th day of January, 2010


Notary Public

