

**AMENDMENT NO. 1  
NAPA COUNTY AGREEMENT NO. 250334B**

**THIS FIRST AMENDMENT** to Agreement No. 250334B is made this 6th day of May 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as ("CUSTOMER") and Smart Communications Holding, LLC, a Florida corporation, whose business address is 10491 72<sup>nd</sup> Street, Seminole, FL 33777, hereinafter referred to as "PROVIDER";

**WHEREAS**, on February 25, 2025, CUSTOMER engaged PROVIDER in Agreement No. 250334B to provide inmate communications services to Napa County Department of Corrections and Napa County Juvenile Hall (the "Agreement"); and

**WHEREAS**, the Agreement inadvertently identified intrastate telephone rates at \$0.09 per minute; and

**WHEREAS**, the Parties wish to modify the Agreement to reflect the actual interstate telephone rates, which are in compliance with California Public Utilities Commission (PUC) regulations at \$0.07 per minute;

**NOW, THEREFORE**, the parties agree to amend Agreement No. 250334B as follows:

**TERMS**

1. Paragraph 2.6, section 2 of the Agreement is amended to reflect the established rates, as set forth below.

**INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES**

Call Type	Collect	PrePaid Collect	PrePaid Debit
Local	\$0.07	\$0.07	\$0.07
IntraState	\$0.07	\$0.07	\$0.07
IntraLATA	\$0.07	\$0.07	\$0.07
InterState	\$0.09	\$0.09	\$0.09
InterLATA	\$0.09	\$0.09	\$0.09
International	\$0.09	\$0.09	\$0.09

2. Paragraph 23 of the Agreement is amended to read as follows:

Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules and regulations applicable to the services or payments for services under this Agreement.

Any changes in law, rules or regulations, including but not limited to change in call rates by the California PUC and the FCC, shall automatically become part of this Agreement upon written notice to CUSTOMER by PROVIDER.

- All other terms and conditions of Agreement No. 250334B and any written Amendment hereto, not inconsistent with this Amendment, shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Agreement Is executed by CUSTOMER, acting by and through the Chair of the Board of Supervisors, and by Provider through its duly authorized officer(s).

Smart Communications Holding, LLC

By   
\_\_\_\_\_  
JON LOGAN, CEO

Smart Communications Holding, LLC

By   
\_\_\_\_\_  
David Gann, General Counsel  
Smart Communications Holding, LLC

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
Anne Cottrell, Chair of the Board of  
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Corey S. Utsurogi</u> Deputy County Counsel</p> <p>Date: 4/15/25</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____ _____</p>
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