

## Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

STATE OF GEORGIA

CONTRACT# 41-007B

COUNTY OF HALL

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

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FINANCIAL SERVICES DIRECTOR **Taylor Samples, CPA** 

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

## INMATE TELEPHONE SYSTEM & SERVICES – AMENDMENT #001

This Amendment, by and between Hall County Georgia, ("County") and Securus Technologies, LLC, ("Vendor") (herein collectively "Parties") for Inmate Telephone System & Services Agreement ("Agreement"), is defined below and shall be effective as of the date this Amendment is fully executed by both Parties ("Amendment Effective Date").

**WHEREAS** the current Agreement term is in effect from: July 1, 2024, through June 30, 2025.

WHEREAS the Parties desire to amend Contract #41-007B;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

COMPLIANCE WITH FCC REGULATIONS. In July 2024, the Federal Communications Commission issued its final regulations implementing the Martha-Wright Reed Act (the "2024 FCC Order"). The parties acknowledge that the 2024 FCC Order's requirements impact, among other things, maximum calling rates, the charging of ancillary and other fees, commissions that can be paid to agencies, the types of allowable reimbursement payments that can be made to agencies, and the types of in-kind services providers may not offer to agencies.

In compliance with the 2024 FCC Order:

1. Commissions shall not be collected by the County after March 31, 2025.

- 2. All telephone call rates shall be reduced to \$0.07 per minute, plus applicable taxes, tariffs, and fees after March 31, 2025. International rates, if applicable, will vary by country.
- 3. All video call rates shall be reduced to \$0.12 per minute, plus applicable taxes, tariffs, and fees, on or before September 1, 2025.
- 4. Funding fees shall not be collected by the Vendor after November 11, 2024.
- 5. The County agrees to pay the Vendor a monthly fee not to exceed eighteen thousand, six hundred seventeen dollars and 50/100 cents (\$18,617.50), plus applicable taxes and fees, beginning April 1, 2025, through June 30, 2025, as per the terms of the agreement.

**SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

**ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and conditions and shall constitute the legal, valid, binding and enforceable obligations to the Parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

{Signature Page Follows}

The Parties have hereunto affixed their signature and seal on the day, month, and year below.

## SECURUS TECHNOLOGIES, LLC

## HALL COUNTY, GEORGIA

By:	By:
Print Name: Kevin Elder	Print Name:
Title: Chief Financial Officer	Title:
Date: 3/19/2025	Date:



APPROVED AS TO FORM

Nathaniel R. Anderson, Senior Assistant County Attorney