

**AMENDMENT NO. 3**  
**RFP NO. 604763-18**  
**INMATE TELEPHONE SERVICE**

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and SECURUS TECHNOLOGIES, LLC (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**WHEREAS**, the parties entered into an agreement under RFP Number 604763-18, entitled "Inmate Telephone Service" dated November 20, 2018 (hereinafter referred to as CONTRACT); and

**WHEREAS**, the parties desire to amend the CONTRACT.

**NOW, THEREFORE**, the parties agree to amend the CONTRACT as follows:

1. Originally written:  
Exhibit A, Scope of Work, SCHEDULE A, E. Annual Revenue, Page A-19  
Previously revised per Amendment 2:

**COMMISSION AND MONTHLY ANNUAL GUARANTEE**

<b>Station to Station Collect Calling Rates Local, IntraLATA, InterLATA, Interstate</b>	<b>Person to Person Prepaid &amp; Debit Rates Local, IntraLATA, InterLATA, Interstate</b>	<b>Minimum Annual Guarantee (MAG)</b>	<b>Commission</b>
<b>Term date of award through March 31, 2020:</b>			
<b>\$0.21</b>	<b>\$0.21</b>	<b>\$2,500,000</b>	<b>87.1%</b>
<b>April 1, 2020 through December 31, 2020*:</b>			
<b>\$0.21</b>	<b>\$0.21</b>	<b>\$0.00</b>	<b>87.1%</b>
<b>January 1, 2021 through December 31, 2023:</b>			
<b>\$0.21</b>	<b>\$0.21</b>	<b>\$2,000,000</b>	<b>87.1%</b>

PROVIDER, upon execution of this CONTRACT, shall pay to COUNTY \$46,450 annually or actual annual costs for Victim Information Notification Everyday (VINE) program. The payment for VINE Program is in addition to the Minimum Annual Guarantee amount for each year of the CONTRACT. First VINE payment would be payable in February of each year that the CONTRACT will be in effect.

\*Revision above results in \$425,701 reimbursement from COUNTY to PROVIDER for the period of April 1, 2020 through December 31, 2020.

Revenues paid to COUNTY shall not have been offset by any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity or PROVIDER or COUNTY.

Revised to Read:

#### COMMISSION AND MONTHLY ANNUAL GUARANTEE

<b>Station to Station Collect Calling Rates Local, IntraLATA, InterLATA, Interstate</b>	<b>Person to Person Prepaid &amp; Debit Rates Local, IntraLATA, InterLATA, Interstate</b>	<b>Minimum Annual Guarantee (MAG)</b>	<b>Commission</b>
<b>Term date of award through March 31, 2020:</b>			
<b>\$0.21</b>	<b>\$0.21</b>	<b>\$2,500,000</b>	<b>87.1%</b>
<b>April 1, 2020 through December 31, 2020*:</b>			
<b>\$0.21</b>	<b>\$0.21</b>	<b>\$0.00</b>	<b>87.1%</b>
<b>January 1, 2021 through October 25, 2021:</b>			
<b>\$0.21</b>	<b>\$0.21</b>	<b>\$2,000,000</b>	<b>87.1%</b>
<b>October 26, 2021 through December 31, 2023:</b>			
<b>Station to Station Collect Calling Rates Local, IntraLATA, InterLATA, Interstate</b>	<b>Person to Person Prepaid &amp; Debit Rates Local, IntraLATA, InterLATA, Interstate</b>	<b>Monthly Fee</b>	<b>Commission</b>
<b>\$0.16</b>	<b>\$0.16</b>	<b>\$125,000</b>	<b>12.5%</b>

PROVIDER, upon execution of this CONTRACT, shall pay to COUNTY \$46,450 annually or actual annual costs for Victim Information Notification Everyday (VINE) program. The payment for VINE Program is in addition to the Monthly Fee amount for each year of the CONTRACT. First VINE payment would be payable in February of each year that the CONTRACT will be in effect.

\*Revision above results in \$425,701 reimbursement from COUNTY to PROVIDER for the period of April 1, 2020 through December 31, 2020.

Revenues paid to COUNTY shall not have been offset by any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity or PROVIDER or COUNTY.

PROVIDER shall pay Customer a fixed monthly fee of \$125,000 per month during the term of the Agreement. This fixed monthly payment and, if applicable, any other payments owed under the Agreement other than the 12.5% percentage-based commission described above will be funded by revenue generated from PROVIDER'S products and services but will not be funded by telephone service revenue generated from Customer's facility(s).

For international call traffic only, the per-minute amount paid by the provider as a passthrough to its underlying wholesale international carriers to terminate international calls will not be commissionable. PROVIDER will charge international calling rates equal to or less than the FCC ordered International Rate Cap.

2. The revisions contained herein are effective as of October 26, 2021.

This Amendment No. 3 represents a decrease of \$750,000.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

**COUNTY:**  
COUNTY OF CLARK, NEVADA

**PROVIDER:**  
SECURUS TECHNOLOGIES, LLC

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

By: RR  
NAME: Russell Roberts  
Title: Chief Growth Officer

**APPROVED AS TO FORM:**  
STEVEN B. WOLFSON, District Attorney

By: Elizabeth Vibert  
ELIZABETH VIBERT  
Deputy District Attorney

