

**AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN
THE NEW YORK CITY DEPARTMENT OF CORRECTION
AND
SECURUS TECHNOLOGIES, INC.
CONTRACT NO. _____**

2019 ~~2018~~ THIS AMENDMENT ("Amendment") entered into this 1st day of May,
("Amendment Effective Date") between The City of New York ("City"), acting by and
through the NYC Department of Correction ("Department") with offices located at 75-20
Astoria Blvd., Suite 160, East Elmhurst, NY 11370 and Securus Technologies, Inc.
("Contractor"), whose principal office is located at 4000 International Parkway, Carrollton,
Texas 75007.

WITNESSETH:

WHEREAS, the Department and Contractor are parties to an agreement dated July 16, 2014
("Agreement"), for inmate telephone system implementation, support, maintenance, and
service;

WHEREAS, the Department and Contractor desire to amend the Agreement to comply with
legislation passed by the City Council that has a direct effect on the Agreement, Local Law 144
of 2018;

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, the
Department and Contractor agree to amend the Agreement as follows:

1. "Amendment Effective Date" or "AED" refers to the date this amendment to the Agreement becomes effective, and shall mean May 1, 2019.
2. Removal of Revenue Share, Commission, and MAG. As of the Amendment Effective Date, Contractor will no longer pay the Commission and the Minimum Annual Guarantee to the Department as described in Section 3.5 of the Agreement, and the Department will no longer receive any revenue generated by the Services and the System from the Contractor, subject to reconciliation of payments due on periods preceding the Amendment Effective Date. Any provisions of the Agreement referring to any revenue share owed to the Department are no longer applicable as of the Amendment Effective Date, subject to reconciliation of payments due on periods preceding the Amendment Effective Date.
3. Removal of Charges Collected From End Users. As of the Amendment Effective Date, (a) the call charges and rates described in Section 3.3 of the Agreement shall no longer be applicable; (b) Contractor will no longer charge an account funding fee in connection with its

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prepaid collect account calling service; and (c) Contractor will no longer directly charge inmates or called parties for their use of the inmate telephone system.

4. Costs Payable by the Department. Starting at 12:00 a.m. on the Amendment Effective Date, the Department will pay Contractor \$0.03 per minute, plus any applicable taxes, fees, and regulatory charges, on all domestic telephone calls placed through the inmate telephone system. Payment will be made by the Department to Contractor by way of monthly invoicing and shall not exceed \$3 million annually without further written amendment of the contract. If the amount expended by the Department reaches 75% of \$3 million, one or both of the parties hereto shall notify the other that an amendment is needed to increase the funding amount above \$3 million.

5. Except as expressly modified by this Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**THE NEW YORK CITY
DEPARTMENT OF CORRECTION**

SECURUS TECHNOLOGIES, INC.

Signature: *Patricia Lyons*
Print: Patricia Lyons

Signature: *Robert E. Pickens*
Print: Robert E. Pickens

Title: Acting Deputy Commissioner for the Financial
Management Division

Title: ~~President and~~ Chief Executive Officer

Date: 5/9/19

Date: 5-6-19

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY
Robert E. Pickens
ACTING CORPORATE COUNSEL

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