

**Second Amendment to  
Inmate Telecommunication Location Agreement  
Between  
Telmate, LLC and Kootenai County Juvenile Facility District One**

**THIS SECOND AMENDMENT** (“Amendment”) takes effect as of the last date of signature (“Effective Date”), and amends and revises that certain Inmate Telecommunication Location Agreement, dated July 30, 2012, as amended from time to time (the “Agreement”), by and between Telmate, LLC with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (“Telmate”), and Kootenai County Juvenile Facility District One, Idaho (“Customer”) (Telmate and Customer collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**Recitals**

**WHEREAS**, the Federal Communications Commission (“FCC”) issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

**WHEREAS**, the Parties implemented those changes in the system and need to amend the Agreement to reflect those FCC Order changes as further provided below.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. Sections 1 through 8 in Schedule A of the Agreement are hereby deleted and replaced with the following rates and charges for international, interstate, and intrastate inmate telephone service (“ITS”) calls and associated ancillary service charges:

**Inmate Telephone Services.**

Interstate ITS calls, whether made using a collect, debit, or prepaid format: **\$0.21** per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid format: **\$0.21** per minute of use.

International ITS calls, whether made using a debit or prepaid format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on Telmate’s website, which may be updated every 3 months in accordance with the FCC Order.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by Telmate on behalf of, or paid 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 Telmate in connection with such programs.

**Ancillary Service Charges.** Telmate may charge certain Ancillary Service Charges, which shall be no more than the following amounts:


|  |  |
|--|--|
| Automated payment for credit card, debit card, and bill processing fees  | \$3.00 per transaction                                   |
| Use of live operator   | \$5.95 per transaction                                   |
| Paper bill/statement   | \$2.00 per transaction                                   |
| Use of third-party money transmitter ( <i>e.g.</i> , MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts) | \$6.95 per transaction                                   |
| Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement             | \$5.92 per transaction, plus the adopted per-minute rate |

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below. Both Parties agree to electronic signature.**

**Telmate, LLC**

**Kootenai County Juvenile Facility  
District One**

By:   
Name: Alexandra Booker  
Title: Contracts Manager  
Date: October 26, 2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_