

**Third Amendment to  
Inmate Telecommunication Location Agreement  
Between  
Telmate LLC and Twin Falls County**

**THIS THIRD AMENDMENT** (hereinafter “Amendment”) is made and entered into on June 17th, 2016 (“Effective Date”) by and between **Twin Falls County Sheriff’s Adult Detention Facility** (“Customer”), with a business address at 504 Gooding Street, Twin Falls, Idaho, 83301, and **Telmate LLC**. (“Telmate”), with its principal place of business at 655 Montgomery Street 18<sup>th</sup> Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the “Parties” or individually as a “Party.”

**Recitals**

*Whereas*, Customer and Pinnacle Public Services, entered into an Inmate Telecommunication Location Agreement on November 15, 2007 (“Agreement”) whereby Telmate was obligated to perform certain inmate communication services at Customer’s facility;

*Whereas*, Customer and Telmate entered into a First Amendment to the Agreement on November 1, 2011 (“Amendment1”), which assigned all of Pinnacle Public Services rights to Telmate LLC.;

*Whereas*, Customer and Telmate entered into a Second Amendment to the Agreement on April 14, 2014 (“Amendment1”), which changed the call rates of the Agreement;

*Whereas*, the Parties wish to further modify certain terms in the Agreement, Amendment1, and Amendment2 following recent changes imposed by the Federal Communications Commission (“FCC”), and to continue the remaining terms in full force and effect.


*Now therefore*, intending to be bound, the Parties hereto agree as follows:

1. Section 3 of the Agreement, “Commissions,” is hereby deleted in its entirety, retitled as “Facility Support Fees and Payments,” and replaced with the following:
  - a. Facility Support Fees. On or before June 20, 2016, Telmate will implement a system to collect a facility support fee of five cents (\$0.05) per minute on specific telephony calls serviced by Telmate. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.
  - b. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws.
2. Schedule A of the Agreement, “Rates,” is hereby deleted in its entirety and replaced with the following:
  - i. The call rate for Intrastate Prepaid Calls will be \$0.20 per minute.
  - ii. The call rate for Intrastate Collect Calls will be \$0.45 per minute.
  - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
  - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
  - v. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.

- vi. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
  - vii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
  - viii. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
  - ix. The fees for Paper Billing will be \$2.00 per transaction.
3. Amendment2, titled as "Amendment of Phone Call Rates, Phone Call Length, and Telmate Product", is hereby deleted in its entirety.
  4. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.
  5. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s).
  6. Regulatory Changes. Customer will allow Telmate to renegotiate certain terms of the Agreement upon sixty (60) days written notice in the event that any federal, state, local, or facility, law, regulation, or tax unreasonably changes or makes unlawful certain terms (including, without limitation, rates, operations mandated by law or facility, acts of God, and other restrictions) of the Agreement. Conditioned upon the successful mutual agreement, Telmate shall memorialize the renegotiated terms in an amended contract signed by the Parties. Furthermore, the Parties acknowledge that the terms of the Agreement are governed by federal, state, or local laws and regulatory requirements that are subject to change on occasion. Telmate shall provide notice of any such changes upon thirty (30) days written notice to Customer.
  7. Except as otherwise provided herein, all terms and conditions of the Agreement and Amendment1 shall stay in full force and effect.

**CUSTOMER**

**TELMATE**

Sign:   
 Name: Captain Douglas Hughes  
 Title: Captain  
 Date: 6-17-16

Sign: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_