

**FIRST AMENDMENT TO AGREEMENT #11208
BETWEEN ALACHUA COUNTY AND
FOR BI INCORPORATED ("BI")**

THIS FIRST AMENDMENT TO THE AGREEMENT made and entered into this _____ day of _____ A.D. 20____, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Agency", and BI INCORPORATED, hereinafter referred to as "BI". Collectively hereinafter, the County and BI are referred to as the "Parties":

WITNESSETH:

WHEREAS, BI entered into a Master Services Agreement, Contract #20184494, with the City and County of Denver, Colorado, based on a Compleitive Solicitation by OMNIA Partners (RFP #0790A), on behalf of the U.S. Communities Government Purchasing Alliance, for the provision of offender monitoring services; and,

WHEREAS, the Agency participates in, and recognizes, the solicitations issued by OMNIA Partners; and,

WHEREAS, the Parties hereto previously entered into an Agreement to the Master Services Agreement dated FEBRUARY 26th, 2019, (the "Agreement") through which the Agency accepted the terms and conditions of the Master Services Agreement, with the addition of required Agency language; and,

WHEREAS, the Agency desires to exercise its option to amend the Agreement to extend the term of the Agreement through September 30, 2020 and to provide for the Agreement Price for the Agreement term extension; and,

WHEREAS, the Parties agree that in the event the Master Services Agreement is extended via an Amendment by OMNIA Partners, an Amendment must be corresponding executed between the Agency and BI to continue services,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

A. Compensation and Payment of the Agreement is amended to read as follows:

The Maximum Contract Amount to be paid by the Agency to BI shall in no event exceed the sum of ONE HUNDRED AND EIGHTY-FIVE THOUSARD DOLLARS (\$185,000.00), paid in

accordance with the rates set forth in Schedule A of the Master Services Agreement during the term of the First Amendment. The payment terms of the First Amendment may be further modified in the event the Agreement is amended based on an amendment to the Master Services Agreement.

B. The Term of the Agreement is amended in its entirety to read:

The term of the First Amendment shall be effective, upon execution, continuing through SEPTEMBER 30th, 2020 to comply with the Agency's Fiscal Year. The Agency has the option of renewing this Agreement for additional one year terms coinciding with the Agency's Fiscal Year, October 1 through September 30. Other terms of the Agreement may be further amended based on an amendment to the Master Services Agreement.

This FIRST amendment shall take effect upon the date of execution by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Agreement, as previously amended, shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this FIRST Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

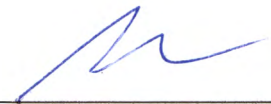
Charles S. Chestnut, IV, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk



Alachua County Attorney's Office

(SEAL)

BI

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: Ruth Skerjanec

Print: Ruth Skerjanec

Title: VP, Financial Planning

Date: 08/20/2019