

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

THIS SECOND AMENDMENT TO THE AGREEMENT made and entered into this 2nd day of July A.D. 2020 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 Agency 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 Competitive Solicitation by OMNIA Partners (RFP #0790A) (the "Master Services Agreement"), formerly US, 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 Parties hereto previously entered into the First amendment to the Agreement dated September 24th, 2019 (the "First Amendment:") through which the term of the Agreement was extended through September 30, 2020 (the First Option Term") and to adjust the Agreement Price to account for the extension; and

WHEREAS, the Agency desires to exercise its option to amend the Agreement to extend the term of the Agreement through September 30, 2021 (the "Second Option term") and to provide for the Agreement Price for anticipated usage of the services provided by BI, to update Exhibit A to add all potential services provided in the Master Service Agreement, and to allow for testing of new equipment not within the scope of the Master Services Agreement; 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 TWO HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS (\$225,185.00), 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. Paragraph #2 of the Agreement is hereby deleted in its entirety and replaced with the following:

BI shall provide equipment and services in accordance with the provisions of the U.S. Communities Pricing Catalog: Table 48, of the Master Services Agreement, Revised Exhibit A, attached to this Amendment

C. Exhibit A referenced in Paragraph #2 of the Agreement is hereby deleted in its entirety and replaced with the Revised Exhibit A, attached to this Amendment.

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

The term of the Second Amendment shall be effective, upon execution, continuing through September 30th, 2021 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. The terms of any Amendments shall not exceed the Term of the Master Services.

E. Paragraph #9 is hereby added to the Agreement and reads as follows:

During the term of this Agreement the Agency may agree to test new equipment, not within the scope of the Master Services Agreement, at no cost to the Agency and for a duration agreed upon by both Parties. If the Agency determines the equipment is of value to its operations an alternate method for procuring the equipment shall be executed by the Agency

This Second 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: _____
Robert Hutchinson, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

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

(SEAL)

Alachua County Attorney's Office

BI INCORPORATED

ATTEST (By Corporate Officer)

By: _____
Print: FRED Hamblard
Title: VP

By: Ruth Skerjanc
Print: Ruth Skerjanc
Title: VP, Financial Planning
Date: 07/02/2020