

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

THIS THIRD AMENDMENT TO THE AGREEMENT made and entered into this _____ day of _____ A.D. 2021, 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 Complete 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 term of the Master Service Agreement is through January 31, 2022 and allowed for two one-year renewals; 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 Parties hereto previously entered into the Second amendment to the Agreement dated September 22nd, 2020 (the "Second Amendment :") through which the term of the Agreement was extended through September 30, 2021 (the Second Option Term"), agreement to implement an updated Exhibit A, hereinafter referred as "Revised Exhibit A" for the products provided by BI, Inc., to allow testing of products and services not stated within the scope of the Master Services Agreement, 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 January 31st, 2022 (the "Third Option term"), to coincide with the current term of the

Master Services Agreement, and to provide for the Agreement Price for anticipated usage of the services provided by BI:

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. Paragraph 3 of the Agreement, **Compensation and Payment**, is amended to read as follows:

3 The Maximum Contract Amount to be paid by the Agency to BI, through the term of this Third Amendment, October 1, 2021-January 31, 2022, shall in no event exceed the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

B. Paragraph #4 of the Agreement, **Term**, is amended in its entirety to read:

4 Term of the Agreement is renewed for the period of October 1, 2021 through January 31, 2022 (the "Third Renewal Option Term"), unless earlier terminated as provided herein, to coincide with the term set by the Master Services Agreement.

C. This Third 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. In the event any portion of this Third Amendment conflicts with the First or Second Amendment to the Agreement, the provisions of this Third Agreement shall prevail.

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IN WITNESS WHEREOF, the Parties have caused this THIRD 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: _____
Ken Cornell, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

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

(SEAL)

DocuSigned by:
Robert C Swain
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Alachua County Attorney's Office

BI

ATTEST (By Corporate Officer)

By: _____
Print: JACK WALDO
Title: E.V.P. - BI

By: Danna Coapland
Print: Danna Coapland
Title: VP, Finance
Date: 08/06/2021