

**SANTA FE COUNTY
AMENDMENT NO. 1 TO THE AGREEMENT
WITH BI, INCORPORATED
TO PROVIDE ELECTRONIC MONITORING SERVICES**

THIS AMENDMENT is made and entered into this 29th day of October 2013 by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **BI, Incorporated**, hereafter referred to as "the Contractor."

WHEREAS, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2013-0115-CORR/PL for electronic monitoring services for the Corrections Department;

WHEREAS, on November 28, 2012 the County and Contractor entered into Agreement No. 2013-0115-CORR/PL to provide for the Contractor to provide electronic monitoring equipment and services for a contract sum of \$420,000.00;

WHEREAS, Article 4 "ADDITIONAL SERVICES" of the Agreement allows the parties to make changes in the Contractor's scope of services including increases in the compensation; Article 15 "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the County wishes to extend the term of the Agreement to November 28, 2014, increase the compensation by \$360,000.00 for a total contract sum of \$780,000.00, and include new Alcohol Technologies equipment known as "SOBERLINK" to Exhibit A of the Agreement;

WHEREAS, both parties desire to enter into this Amendment No. 1.

NOW THEREFORE, both parties agree to Amend the Agreement as follows:

1. ARTICLE 2 "COMPENSATION, INVOICING AND SET-OFF" replace "Exhibit A" referenced in 2.A.1 of the Agreement with the "Exhibit A" attached hereto which includes the Alcohol Technologies equipment "SOBERLINK."
2. ARTICLE 2 "COMPENSATION, INVOICING AND SET-OFF" insert a new subparagraph "A.2.a" to read as follows:
 - a. By Amendment No. 1, the County exercised its first option to extend this Agreement from November 28, 2013 to November 28, 2014. The total amount payable to the Contractor for the term of November 28, 2013 to November 28, 2014 shall not exceed three hundred sixty thousand dollars (\$360,000.00), exclusive of NM gross receipts tax. The total amount payable to the Contractor

under this Agreement, as amended and extended, shall not exceed seven hundred eighty thousand dollars (\$780,000.00), exclusive of NM gross receipts tax.

3. ARTICLE 3 "EFFECTIVE DATE AND TERM" insert a new subparagraph "3.a" to read as follows:
- a. By Amendment No. 1, the County notified Contractor and exercised the County's first option to extend the term of this Agreement for one (1) year from November 28, 2013, to November 28, 2014.
4. All other provisions of Agreement No. 2013-0115-CORR/PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Kathleen S. Holian
Kathleen S. Holian, Chair
Santa Fe County Board of County Commissioners

10/29/13
Date

ATTEST

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

10/29/2013
Date

Approved as to Form

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

9/18/13
Date

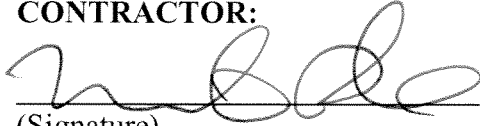


Finance Department

Teresa C. Martinez
Teresa C. Martinez
Finance Department Director

9/18/13
Date

CONTRACTOR:


(Signature)

10-1-13
Date

Michael Pharris
(Print Name)

Asst. Controller
(Print Title)

FEDERAL TAX I.D. NUMBER: 84-0769926

EXHIBIT A

FEE SCHEDULE FOR ELECTRONIC MONITORING SERVICES

SERVICES

HOME CURFEW TECHNOLOGY:

HOMEGUARD 200:

| | |
|--------------|---|
| Rental: | \$1.29 unit rental charge per day. |
| Monitoring: | \$1.05 monitoring service charge per day. |
| Total HG200: | \$2.34 per unit per day. |

ETONE GPS SERVICE PLAN: (One RF beacon per unit included with ETONES)

ETONE 1.30.A30.ZX:

| | |
|------------------------|---|
| Rental: | \$3.95 rental charge per day. |
| Monitoring: | \$2.05 monitoring service charge per day. |
| Total ET1 1.30.A30.ZX: | \$6.00 per unit per day. |

ALCOHOL TECHNOLOGIES:

BI SOBRIETOR:

| | |
|------------------|---|
| Rental: | \$1.55 unit rental charge per day. |
| Monitoring: | \$1.22 monitoring service charge per day. |
| Total Sobrietor: | \$2.77 per unit per day. |

BI TAD with alcohol and curfew monitoring:

| | |
|-----------------|---|
| Rental: | \$5.61 unit rental charge per day. |
| Monitoring: | \$2.64 monitoring service charge per day. |
| Total TAD w/RF: | \$8.25 per unit per day. |

ADDITIONAL SERVICES

HOME CURFEW TECHNOLOGY:

BI HOMEGUARD 206:

| | |
|--------------|---|
| Rental: | \$3.45 unit rental charge per day. |
| Monitoring: | \$1.05 monitoring service charge per day. |
| Total HG206: | \$4.50 per unit per day. |

ETONE GPS SERVICE PLANS: (One RF beacon per unit included with ETONES)

ETONE 3.270.A0 NZ:

| | |
|---------|-------------------------------|
| Rental: | \$3.95 rental charge per day. |
|---------|-------------------------------|

Monitoring: \$0.55 monitoring service charge per day.
Total ET1 3.270.A0 NZ: \$4.50 per unit per day.

ETOne 1.60.A0 ZX:
Rental: \$3.95 unit rental charge per day.
Monitoring: \$1.50 monitoring service charge per day.
Total ET1 1.60.A0 ZX: \$5.45 per unit per day.

ALCOHOL TECHNOLOGIES:

BI TAD – Alcohol only:
Rental: \$5.61 unit rental charge per day.
Monitoring: \$1.88 monitoring service charge per day.
Total TAD: \$7.49 per unit per day.

BI TAD cellular – Alcohol only:
Rental: \$5.61 unit rental charge per day.
Monitoring: \$1.88 monitoring service charge per day.
Cellular: \$1.75
Total TAD with cellular: \$9.24 per unit per day.

BI TAD cellular with alcohol and curfew monitoring:
Rental: \$5.61 unit rental charge per day.
Monitoring: \$2.64 monitoring service charge per day.
Cellular: \$1.75
Total TAD w/RF: \$10.00 per unit per day.

SOBERLINK:
Rental: \$4.00 unit rental charge per day.
Monitoring: \$3.00 monitoring service charge per day.
Total Soberlink: \$7.00 per unit per day.

LOST OR DAMAGED: For all equipment above 100% replacement insurance costs due to loss or damage.

SPARES: 20% spare equipment allowance for each equipment type. This no-charge spare allowance is based on the total number of active days per month for each equipment type. Any inactive units in excess of the specified spare allowance will incur a spare unit charge per inactive day, per unit.

SHIPPING: BI pays shipping costs from BI to agency sites and back. Replacement equipment will be shipped back to the County within 5 days of request or by promised delivery date. Equipment can be shipped within 24 hours in emergencies. Equipment will be shipped via ground transportation, with expedited shipping in emergencies.