

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
BI INCORPORATED**

**THIS AMENDMENT** is made and entered into this 28<sup>th</sup> day of January, 2020 by and between **Santa Fe County** hereinafter the "County", and the **BI Incorporated**, hereinafter "Contractor."

**WHEREAS**, the County and the Contractor entered into Agreement No. 2017-0154-CORR/IC (Agreement) on January 31, 2017, to provide for the Contractor's provision of electronic monitoring services for Santa Fe County Corrections Department; and

**WHEREAS**, according to Section 15 (No Oral Modification; Written Amendments Required) amendments and modifications to the Agreement are required to be in writing and signed by the parties; and

**WHEREAS**, the original Agreement had a term of one-year and a total not to exceed compensation payable to the Contractor of \$470,000.00, exclusive of NM grt; and

**WHEREAS**, by Amendment Nos. 1 and 2 the Agreement was amended to increase compensation payable to Contractor and extend the term to January 31, 2020; and

**WHEREAS**, by this Amendment No. 3 the County wishes to extend the Agreement for a year, amend Exhibit A to add a product and fee (the LOC8) to the Contractor's services, and increase the compensation payable to the Contractor by the sum of \$400,000.00 for a total not-to-exceed contract sum of \$1,920,000.00.

**NOW THEREFORE** the parties agree as follows:

1. Section 2.A.1 ((Compensation, Invoicing and Set-Off), Exhibit A is amended to insert the following service to Contractor's Fee Schedule:

LOC8 –Active GPS 1.30.W5.C30.ZX	\$5.00*	Page 6	\$4.50 The GSA base rate of \$5.00 does not include \$100% replacement insurance. However, the \$4.50 pricing offered to Santa Fe County does include 100% replacement insurance. (BI's
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			standard 100% replacement insurance is an additional \$0.60 per unit per day).
LOC8- Active GPS 1.30.W5.C0.ZX	\$4.90	Page 6	\$4.90
LOC8-Active GPS 1.240.W5.C0.ZX	\$4.80	Page 6	\$4.80
LOC8-Active GPS 1.720.W5.C0.ZX	\$4.75	Page 6	\$4.75
LOC8-Active GPS 1.720.W5.C0.NZ	\$4.69	Page 6	\$4.69

2. Section 2.A.2. (Compensation, Invoicing and Set-Off) is amended by inserting a subparagraph c to read:

c. By Amendment No. 3 to this Agreement, the compensation payable to the Contractor is increased by a sum of \$400,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$1,920,000.00, *exclusive* of New Mexico gross receipts tax.

3. Section 4 (Effective Date and Term) is amended by inserting the following as subpart c to read:

c. By Amendment No. 3 to this Agreement the term of this Agreement is extended from January 31, 2020 to January 31, 2021.

4. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1,2 and this Amendment No. 3 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature by the parties hereto.

**SANTA FE COUNTY:**



Chair  
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar  
Geraldine Salazar  
Santa Fe County Clerk

January 28, 2020  
Date



Approved as to form:

Rachel A. Brown  
Rachel A. Brown  
Interim Santa Fe County Attorney

1-7-2020  
Date

Finance Division:

Gary L. Girón  
Gary L. Girón  
Finance Director

1/14/20  
Date

CONTRACTOR:

Ruth Skerjanec  
(Signature)

1/22/2020  
Date

Ruth Skerjanec, VP Financial Planning  
(Print name and title)

