

**SANTA FE COUNTY  
AMENDMENT NO. 2 TO THE AGREEMENT  
WITH BI, INCORPORATED  
TO PROVIDE ELECTRONIC MONITORING SERVICES**

**THIS AMENDMENT** is made and entered into this 28<sup>th</sup> day of October 2014 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; and

**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 in the amount of \$420,000.00; and

**WHEREAS**, Amendment No. 1 extended the term of the Agreement for one (1) year to November 28, 2014, included new Alcohol Technologies equipment known as “SOBERLINK” to Exhibit A and increased compensation by \$360,000.00 for a not to exceed amount of \$780,000.00; and

**WHEREAS**, Article 15, “NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED,” of Agreement No. 2013-0115-CORR/PL allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

**WHEREAS**, the County wishes to extend the term of the Agreement to November 28, 2015 and increase compensation by \$400,000.00 for a total contract sum of \$1,180,000.00; and

**WHEREAS**, both parties desire to enter into this Amendment No. 2; and

**NOW THEREFORE**, both parties agree as follows.

1. ARTICLE 2. “COMPENSATION AND INVOICING” a new subparagraph “A.2.b” is inserted to read as follow:
  - b. By Amendment No. 2, the County exercised its option to extend this Agreement from November 28, 2014 to November 28, 2015. The total amount payable to the Contractor for the term of November 28, 2014 to November 28, 2015 shall not exceed four hundred thousand dollars (\$400,000.00) exclusive of gross receipts tax. The total amount payable to the Contractor under this Agreement, as amended, shall not exceed one million one hundred eighty thousand dollars and no cents (\$1,180,000.00) exclusive of NM gross receipts tax.



**CONTRACTOR:**

Ruth Skerjanc  
(Signature)

10/24/11  
Date

Ruth Skerjanc  
(Print Name)

VP, Financial Planning  
(Print Title)

FEDERAL TAX I.D. NUMBER: 84-0769926

