

AMENDMENT NUMBER
FOURTHREE
 TO
 CONTRACT MA-060-16011313
 BETWEEN THE
 COUNTY OF ORANGE
 AND
 SATELLITE TRACKING OF PEOPLE LLC

This AMENDMENT NUMBER FOURTHREE to Contract number MA-060-16011313 (hereinafter "AMENDMENT NUMBER FOURTHREE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff's Department (hereinafter "COUNTY") and Satellite Tracking of People LLC (hereinafter "CONTRACTOR") with a place of business at 1212 North Post Oak Road, Suite 100, Houston, TX 77055, is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, COUNTY and CONTRACTOR executed a Contract with Satellite Tracking of People for electronic monitoring services on February 23, 2016, as Contract Number MA-060-16011313 (hereinafter "ORIGINAL CONTRACT"), for a term of March 5, 2016 through and including December 31, 2016, renewable for an additional two-year term; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on January 24, 2017, as Contract Number MA-060-17011058 (hereinafter "AMENDMENT NUMBER ONE") in the same not to exceed amount of \$390,094.00 per year, for a two (2) year term of January 1, 2017 through and including December 31, 2018, and amended the ORIGINAL CONTRACT to add an additional one year renewal term, so that the ORIGINAL CONTRACT would correspond with the renewal terms available under WSCA-NASPO Contract No. 00212; and

~~WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT to add an additional one year renewal term, so that the ORIGINAL CONTRACT will correspond with the renewal terms available under WSCA-NASPO Contract No. 00212; and~~

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on November 18, 2018 as Contract Number MA-060-19010455 (hereinafter "AMENDMENT NUMBER TWO") for a one year term of January 1, 2019 through and including December 31, 2019, and amended Paragraph 27, Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph 27 (hereinafter "AMENDMENT NUMBER TWO"); and

~~WHEREAS, COUNTY and CONTRACTOR amended Paragraph 27, Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in paragraph 27; and~~

WHEREAS, COUNTY and CONTRACTOR desires to renewed the ORIGINAL CONTRACT on August 06, 2019 as Contract Number MA-060-19011781 for a one year term of January 1, 2020 through and including December 31, 2020 (hereinafter "AMENDMENT NUMBER THREE"); and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT; and

WHEREAS, WSCA-NASPO Contract No. 00212 was amended effective January 1, 2020, to extend the contract with CONTRACTOR through December 31, 2020, and amended again effective January 1, 2021, to extend the contract with CONTRACTOR through December 31, 2021; and

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-20011932 for a one year term of January 1, 2021 through and including December 31, 2021 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Section II, (“AGREEMENT”) – 3.0 (“Term of Contract”) of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

3.0 Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 3/5/16 through and including 12/31/~~2021~~, unless otherwise terminated by County. The period of 3/5/16 through and including 12/31/2016 shall be known as Contract number MA-060-16011313. The period of 1/1/17 through and including 12/31/18 shall be known as Contract number MA-060-17011058. The period of 1/1/19 through and including 12/31/19 shall be known as Contract number MA-060-19010455. The period of 1/1/20 through and including 12/31/20 shall be known as Contract number MA-060-19011781. The period of 1/1/21 through and including 12/31/21 shall be known as Contract number MA-060-20011932. This Contract may not be renewed.

- b. Section II, (“AGREEMENT”) – 4.0 (“Compensation”), 4.3 (“Contract Amount”) of the ORIGINAL CONTRACT is amended to read in part as follows:

4.3 Contract Amount: The maximum amounts payable under this Contract shall be as follow

4.3.1 \$520,125.00 for the initial term commencing on March 5, 2016 through December 31, 2016.

4.3.2 \$390,094 per year (for the additional two-year period commencing on January 1, 2017 through December 31, 2018).

4.3.3 \$390,094 for the additional one-year period commencing January 1, 2019 through December 31, 2019.

4.3.4 \$390,094 for the additional one-year period commencing January 1, 2020 through December 31, 2020.

4.3.4.3.5 \$390,094 for the additional one-year period commencing January 1, 2021 through December 31, 2021.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-16011313) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy AMENDMENT NUMBER ONE (Contract Number MA-060-17011058) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy AMENDMENT NUMBER TWO (Contract Number MA-060-19010455) is attached hereto as Exhibit C and incorporated by this reference.
- 4.5. A true and correct copy AMENDMENT NUMBER THREE (Contract Number MA-060-19011781) is attached hereto as Exhibit D and incorporated by this reference.
- 5-6. All other provisions of ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, ~~and~~ AMENDMENT NUMBER TWO and AMENDMENT NUMBER THREE, except as amended herein and to the extent it is not inconsistent with this AMENDMENT NUMBER FOURTHREE, remains unchanged and in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~FOURTHREE~~ to ORIGINAL CONTRACT MA-060-16011313.

*Contractor: Satellite Tracking of People, LLC.

By: _____ Title: _____
Print Name: _____ Date: _____

*Contractor: Satellite Tracking of People, LLC.

By: _____ Title: _____
Print Name: _____ Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form:
Office of the County Counsel
Orange County, California

By: _____
Deputy County Counsel

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-16011313)

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-17011058)

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-19010455)

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-19011781)