

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

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract number MA-060-16011313 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") 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 ~~desires to~~ 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;

WHEREAS, COUNTY and CONTRACTOR ~~desires to~~ 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;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-19010455 for a one year term of January 1, 2019 through and including December 31, 2019 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 12/31/18~~9~~, unless otherwise terminated by County. The period of 2/23/16 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. This Contract may not be renewed. ~~one additional one year term upon mutual agreement of both Parties. The County does not have to give a reason if it elects not to renew.~~

b. Section II, AGREEMENT – 4.0 Compensation of the ORIGINAL CONTRACT is amended to read in part as follows:

~~4.1 Compensation:~~

~~4.2 Compensation to Contractor under this Contract shall be based on the following rates:~~

~~BLUtag one-piece body-attached device for active mode (when unit is in use)~~

~~Monitoring Center services ————— \$3.10 per unit per day~~

~~————— \$1.00 per unit per day~~

~~————— TOTAL \$4.10 per unit per day~~

~~4.3 Whenever implemented by Contractor and adopted by the Lead State during the time this Contract is in effect, all price decreases from the above daily rates will automatically be extended to the County.~~

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.

c. Section 27.0 of the Contract, entitled “Change of Ownership” shall be amended in whole to reflect the following:

“27.0 Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties."

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. All other provisions of ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent it is not inconsistent with this AMENDMENT NUMBER ~~ONE~~ TWO, remains unchanged and in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ~~ONE~~ TWO 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

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-16011313)

EXHIBIT B

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