

9831
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**FIRST AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BI INCORPORATED
FOR PURCHASE OF
EXACUTRACK ONE GPS (ACTIVE) ANKLE MONITORS**

THIS FIRST AMENDMENT to Agreement is made and entered into in duplicate this 15 day of NOV, 2013 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and BI INCORPORATED (hereinafter the "Contractor"), a foreign profit corporation authorized to do business in Florida with an office at 6400 Lookout Road, Boulder, Colorado 80301.

RECITALS:

WHEREAS, on March 20, 2013, CITY and Contractor made and entered into City of Jacksonville Contract No. 9831 (hereinafter the "Agreement"); and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, said Agreement should be amended by extending the period of service to September 30, 2015, so as to align it with the end date of the Agreement; by providing additional funding in an amount not-to-exceed \$164,000.00 in for the period of October 1, 2013, through September 30, 2014, and in an amount not-to-exceed \$182,000.00 for the period of October 1, 2014, through September 30, 2015; and, by increasing the maximum indebtedness by \$346,000.00 to a new cumulative not-to-exceed maximum indebtedness of \$546,000.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Article 2 of said Agreement is amended, in part, to provide additional funding in an amount not-to-exceed \$164,000.00 in for the period of October 1, 2013 through September 30, 2014, and in an amount not-to-exceed \$182,000.00 for the period of October 1, 2014, through September 30, 2015, and as amended shall read as follows:

“ARTICLE 2: Engagement of Contractor:

CITY hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of selling to CITY services, including equipment use related to Exacutrack One GPS (Active) Ankle Monitors, in the not-to-exceed amount of \$200,000.00 for the Project from the Effective Date to September 30, 2013, in the not-to-exceed amount of \$164,000.00 for the period of October 1, 2013, through September 30, 2014, and in the not-to-exceed amount of \$182,000.00 for the period of October 1, 2014, through September 30, 2015, as described in and according to the provisions of the Broward County Contract and its exhibits, amendments, equipment descriptions, and quotations made thereunder (hereinafter the “Equipment”), identified as **Composite Exhibit 1** and, by this reference, made a part hereof and incorporated herein, and in accordance with the other provisions required by law, ordinance, or policy of the CITY contained in this Agreement. Said **Composite Exhibit 1** is on file in the CITY’s Office of General Counsel, 117 West Duval Street, Suite 480, Jacksonville, FL 32202. With respect to the Project, the provisions, terms, and conditions of the Broward County Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the Broward County Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.”

3. Article 4 of said Agreement is amended, in part, to extend the period of service to September 30, 2015, so as to align it with the end date of the Agreement and as amended shall read as follows:

“ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until September 30, 2015. During said period of time, the Equipment provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.”

4. Section 5.2 of said Agreement is amended, in part, to increase the maximum indebtedness by \$346,000.00 to a new cumulative not-to-exceed maximum indebtedness of \$546,000.00 and as amended shall read as follows:

“5.2. Notwithstanding any contrary provision in **Composite Exhibit 1**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Equipment sold by Contractor pursuant to this Agreement shall not exceed the sum of FIVE HUNDRED FORTY-SIX THOUSAND AND 00/100 USD (\$546,000.00).”

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of the Agreement of March 20, 2013, shall remain unchanged and shall continue in full force and effect.

[Remainder of page is left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE:

By *James R. McCain, Jr.*
James R. McCain, Jr.
Corporation Secretary

By *Alvin Brown*
Alvin Brown, Mayor



Form Approved:

James R. McCain, Jr.
Office of General Counsel

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

ATTEST:

BI INCORPORATED

By *Cheryl Ward*
Signature

By *Michael Pharris*
Signature

Cheryl Ward
Type/Print Name

Michael Pharris
Type/Print Name
Assistant controller

Contracts Assistant
Title

Title

Encumbrance and funding information for internal City use:

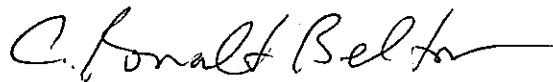
Payment(s) by issued Purchase Order

Account Summary..... SHCO011PRCC – 04402

Total Contract Amount..... \$164,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance

City Contract # 9831 Amendment #1

