

**THIRD AMENDMENT  
TO  
AGREEMENT FOR ELECTRONIC MONITORING SERVICES**

This Third Amendment ("Amendment"), dated as of February 1, 2022, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and BI Incorporated, a Colorado corporation authorized to do business in California, hereinafter referred to as "Contractor."

**RECITALS**

WHEREAS, County and Contractor entered into an Agreement, dated April 1, 2020, for provision of electronic monitoring equipment and services; and amended the Agreement on May 14, 2021 to extend the term and update the rates based on the results of the 2020 Request for Proposals; and October 26, 2021 to eliminate participant fees in compliance with AB 1869, introduce an agency-pay fee structure, and add \$50,000 for payments to Contractor until a larger amount is approved by the County Board of Supervisors; and

WHEREAS, County and Contractor desire to amend the Agreement for a third time, to add two one-year options to extend the term through March 31, 2026; and increase payments to Contractor for the length of the term, to comply with AB 1869; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Section 2. Payment is hereby deleted in its entirety and replaced with the following language:

For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, attached hereto and incorporated herein by this reference provided, however, that total payments to Contractor shall not exceed \$715,000 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by the Sheriff's Office. The bills shall show or include: (i) the tasks performed; (ii) the time in quarter hours devoted to the tasks; (iii) the hourly rate or rates of the persons performing the tasks; and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement will not be reimbursed.

2. Section 3. Term of Agreement is hereby deleted in its entirety and replaced with the following language:

The term of this Agreement shall be from April 1, 2021 to March 31, 2024, unless terminated earlier in accordance with the provisions of Article 4 below. County has the option to extend the term of this Agreement beyond its initial three-year term for two

additional one-year periods (until March 31, 2026) through written agreements. Such agreement to extend may be signed by the Sonoma County Sheriff and Contractor.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

**CONTRACTOR:**

**COUNTY OF SONOMA:**

By: \_\_\_\_\_  
Danna Coapland  
Vice President, Finance

By: \_\_\_\_\_  
Mark Essick  
Sheriff-Coroner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

CERTIFICATES OF INSURANCE ON  
FILE:

By: \_\_\_\_\_