

AMENDMENT TO CONTRACT
Electronic Monitoring Equipment and Services
Johnson County, Kansas RFP 2014-118
Lancaster County
Renewal
Vigilnet America LLC

C-17-0583

This Amendment is hereby entered into by and between Vigilnet America LLC, 11248 John Galt Blvd., Omaha, NE 68137 (hereinafter "Contractor") and Lancaster County, (hereinafter "County"), for the purpose of amending the Contract dated September 29, 2015, under County Contract No. C-15-0520, for Electronic Equipment and Monitoring Services, Johnson County, Kansas RFP 2014-118, which is made a part hereof by this reference.

WHEREAS, the original term of the contract is September 29, 2015 through March 31, 2016, with the option to renew for four (4) additional one (1) year terms upon written mutual consent by both parties; and

WHEREAS, the Contract was amended by County Contract C-16-0250 executed by the County Board on May 31, 2016, to renew the Contract for an additional one (1) year term from April 1, 2016 through March 31, 2017; and

WHEREAS, the parties hereby renew the Contract for an additional one (1) year term beginning April 1, 2017 through March 31, 2018; and

WHEREAS, the estimated expenditures for Lancaster County Community Corrections for the term of this renewal shall not exceed \$18,000.00 without approval by the Lancaster County Board of Commissioners; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in County Contract No. C-15-0520, and stated herein the parties agree as follows:

- 1) The parties hereby renew the Contract for an additional one (1) year term beginning April 1, 2017 through March 31, 2018.
- 2) The estimated expenditures for Lancaster County Community Corrections for the term of this renewal shall not exceed \$18,000.00 without approval by the Lancaster County Board of Commissioners.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:


Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**AMENDMENT TO CONTRACT
Electronic Monitoring Equipment and Services
Johnson County, Kansas
Lancaster County
Renewal
Vigilnet America LLC**

Please sign, date and return within 5 days of receipt.

Mail to: City/County Purchasing
Attn: Lori Irons
440 So. 8th St., Ste. 200
Lincoln, NE 68508
Or email to: liron@lincoln.ne.gov

Company Name:	Vigilnet America, LLC
By: (Please Sign)	
By: (Please Print)	DAVID SINNOTT
Title:	OPERATIONS DIRECTOR
Company Address:	11248 John Galt Blvd
Company Phone & Fax:	888-381-8881 fax 402-502-1354
E-Mail Address:	dsinnott@vigilnet.com
Date:	7/17/17
Contact Person for: Service or Orders"	DAVE SINNOTT
Contact Phone Number:	402-679-6263

Lancaster County Signature Page

**AMENDMENT TO CONTRACT
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Johnson County, Kansas RFP 2014-118
Lancaster County
Renewal
Vigilnet America LLC**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

CONTRACT RENEWAL
Electronic Monitoring Equipment and Services

THIS CONTRACT RENEWAL, made in Johnson County, Kansas, and entered into as of the 1st day of April, 2017 (the "Effective Date"), by and between Johnson County, Kansas (hereinafter "COUNTY"), and Alcohol Monitoring Systems, Inc., with corporate offices at 1241 W. Mineral Ave., Littleton, Colorado 80120 (hereinafter "AMS").

WITNESSETH:

WHEREAS, on April 1, 2015, the COUNTY entered into a term and supply agreement for *Request for Proposal No. 2014-118* with AMS to provide the COUNTY, more specifically the Johnson County Department of Corrections (JCDOC), with certain electronic monitoring services and equipment for supervising and monitoring legally assigned adult and juvenile criminal offenders (hereinafter the "AGREEMENT"); and

WHEREAS, the AGREEMENT provides that the same may be renewed for four (4) additional twelve (12) month periods upon such terms and conditions mutually agreed upon and evidenced by supplemental writing executed by duly authorized representatives of the parties hereto; and

WHEREAS, the AGREEMENT provides that the same may be amended by supplemental writing executed by duly authorized representatives of the parties hereto; and

WHEREAS, on April 1, 2016, the COUNTY and AMS entered into a Contract Renewal to renew the AGREEMENT through March 31, 2017 (hereinafter "Contract Renewal No. 1") and amend AMS' proposed cost schedule dated January 15, 2015, duly submitted in accordance with *Request for Proposal No. 2014-118*; and

WHEREAS, the COUNTY and AMS hereby agree to renew the AGREEMENT through March 31, 2018, under the same pricing and terms and conditions of Contract Renewal No. 1.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

1. **RENEWAL TERM.** The AGREEMENT is hereby renewed for the period commencing with the Effective Date of this Contract Renewal and ending March 31, 2018 (hereinafter the "renewal term"), subject to the terms and conditions hereinafter set forth.

2. **CONTRACT AMOUNT.** The annual contract amount for the renewal term hereof shall be for an amount up to, but not exceeding, **Seven Hundred Seventy Thousand Dollars (\$770,000.00)**, at the unit prices and line item product unit replacement costs and costs of replacement consumables as set forth and agreed upon by the parties under the provisions of Contract Renewal No. 1, subject to the availability of funding and annual appropriation by the

COUNTY, and invoiced by AMS and payable by the COUNTY within thirty (30) days of receipt thereof.

2. **AGREEMENT STATUS.** All of the terms and conditions of the AGREEMENT and Contract Renewal No. 1, not otherwise modified, or made inconsistent with, the terms and provisions of this Contract Renewal, shall remain in full force and effect and be made binding upon the parties hereto during the renewal term hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

**ALCOHOL MONITORING SYSTEMS,
INC.**

JOHNSON COUNTY, KANSAS

By: Lou Sugo

By: Robin Lynes
Robin Lynes, CPFO, CPPB
Purchasing Manager

Lou Sugo
Printed name

Vice President
Title Sales and Marketing

APPROVED AS TO FORM:

Nicholas Saldan
Nicholas Saldan
Assistant County Counselor