

AGREEMENT FOR SERVICES #007-S1411
AMENDMENT I

This Amendment I to that Agreement for Services #007-S1411, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and 3M Electronic Monitoring, Inc., a wholly-owned subsidiary of 3M Company, a Delaware Corporation, duly qualified to conduct business in the State in the State of California, whose principal place of business is 1838 Gunn Highway, Odessa, FL 33556, and whose Agent for Service of Process is C.T. Corporation System, 818 W. Seventh Street, Los Angeles, CA 90017 (herein after referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide electronic monitoring and Global Positioning System (GPS) tracking equipment and Services for the Probation Department in accordance with Agreement for Services #007-S1411, dated June 25, 2013, and incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to incorporate the WSCA-NASPO (Western States Contracting Alliance-National Association of State Procurement Officials) Cooperative Purchasing Organization Master price Agreement with 3M Electronic Monitoring, Inc., Washington Contract Number: 00212 (hereafter Exhibit "B" Participating Addendum) into Agreement, hereby amending **ARTICLE I Scope of Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE III Compensation for Services** by incorporating Exhibit "B" Participating Addendum as best daily fees shall be based on the cumulative number of units in use with all participating government agencies participating in Washington Contract Number 00212; and

WHEREAS, the parties hereto have mutually agreed to incorporate **ARTICLE XXVII Audit by California State Auditor**, into Agreement for Services #007-S1411; and .

NOW THEREFORE, the parties do hereby agree that Agreement for Services #007-S1411 shall be amended a First time as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide electronic monitoring and Global Positioning System (GPS) tracking equipment and services for the Probation Department. Services shall include, but not be limited to, the central computer hardware and software necessary for the operation of Probation's twenty-four (24) hours monitoring of adults and juveniles on the court ordered electronic monitoring program. Services shall be in accordance with 007-S1411, Amendment I, Exhibit "B," marked "PARTICIPATING ADDENDUM, WSCA-NASPO Cooperative Purchasing Organization," Washington Contract Number 00212 incorporated herein and made by reference a part hereof.

Services/products available on an "as needed" basis included, but are not limited to, electronic monitoring, random/scheduled tracking, alcohol monitoring, with or without an offender funded program, satellite monitoring with remote tracking services (passive and active tracking), and support. Contractor shall supply an inventory of spare participant equipment and delivery at no additional cost to the County. If County requires expedited shipping, County will pay for entire shipping cost. The quantity supplied shall be equal to 15% of the department's active units.

ARTICLE III

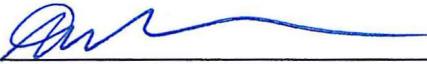
Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County shall be invoiced the best daily fees based on the cumulative number of units in use with all government agencies participating in the WSCA-NASPO Cooperative Purchasing Organization, Washington Contract Number 00212. Total amount of this Agreement shall not exceed \$90,000.00.

ARTICLE XXVII

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

Except as herein amended, all other parts and sections of that Agreement #007-S1411 shall remain unchanged and in full force and effect.


Requesting Contract Administrator Concurrence:

By: 

Andrew Craven
Deputy Chief Probation Officer
Probation Department

Dated: 8/26/2013

Requesting Department Head Concurrence:

By: 

Gregory S. Sly, Acting Chief
Chief Probation Officer Probation Officer
Probation Department

Dated: 8/27/13

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #007-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Ron Briggs, Chair
Board of Supervisors
"County"

ATTEST:

James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

3 M ELECTRONIC MONITORING, INC.,
A DELAWARE CORPORATION

By: _____
Alejandra A. Lang
President
"Contractor"

Dated: 8/22/13

By: _____
Peter L. Olson
Corporate Secretary

Dated: 8/22/13

(DH)

(#007-S1411 AMDT 1)

Exhibit "B"

PARTICIPATING ADDENDUM
WSCA-NASPO Cooperative Purchasing Organization
Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring Services and Support,
Satellite Monitoring with Remote Tracking Services with a Optional Services and Support
 Administered by the State of Washington (hereinafter "Lead State")

MASTER PRICE AGREEMENT

3M Electronic Monitoring, Inc.

Washington Contract Number: 00212

(hereinafter "Contractor")

And

County of El Dorado, Probation Department

(hereinafter "Participating Entity")

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1. Scope: This addendum covers the WSCA-NASPO Electronic Monitoring, Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring Services and Support, Satellite Monitoring with Remote Tracking Services with a Optional Services and Support Contract lead by the State of Washington, for members of WSCA or NASPO, for use by "Participating Entity" authorized by the State's Statutes to utilize its Contracts.
2. "Participating Entity" modifications or additions to Master Price Agreement Number 00212 (administered by the State of Washington) together with its exhibits, and "Participating Entity" Agreement #007-S1411, Amendment I, and the WSCA-NASPO terms, the "Participating Entity" Agreement #007-S1411, including all subsequent amendments, shall take precedence.
3. Primary Contact: The primary government contact for this participating addendum is as follows:

Lead State Contract Administrator

Name: Robert Paulson, Jr., Contract Specialist
 Address: Washington State Department of Enterprise Services, Contracts & Legal Services Division
 1500 Jefferson Street, SE, Olympia, WA 98501
 Voice: 360-407-9430
 Email: robert.paulson@des.wa.gov

Contractor

Name: 3M Electronic Monitoring, Inc.
 Address: 1838 Funn Hwy., Odessa, FL 33556
 Voice: 813-749-5454
 Fax: 813-749-5474
 Email:

Participating Entity

Name: County of El Dorado, Probation Department
 Address: Probation Department, 3974 Durock Road, Ste 205, Shingle Springs, CA 95682
 Address: Chief Administrative Office, 330 Fair Lane, Placerville, CA 95667
 Telephone: 530-621-5625, Probation
 Fax: 530-676-6218, Probation
 Email: andrew.craven@edcgov.us (Contract Administrator)
 or darci.prall@edcgov.us, (Probation contracts)

PARTICIPATING ADDENDUM
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Radio Frequency (RF) Electronic Monitoring, Alcohol Monitoring Services and Support,
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Washington Contract Number: 00212
(hereinafter "Contractor")
And
County of El Dorado, Probation Department
(hereinafter "Participating Entity")

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This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: County of El Dorado

Contractor: 3M Electronic Monitoring, In

By: _____

By:  _____

Name: Ron Briggs

Name: Alejandra Lang

Title: Chair, County of El Dorado
Board of Supervisors

Title: President

Date: _____

Date: 8/22/2013

ATTEST:

James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____