

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**OFFENDER MONITORING AND TRACKING SYSTEM
(ELECTRONIC BED CHECK)
INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)**

AMENDMENT 4 TO TJJD CONTRACT NUMBER CON0001079

The **Texas Juvenile Justice Department**, hereinafter **TJJD**, and **Cooper Consulting, Company, 1705 Crossing Place, 101A, Austin, Texas 78741**, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract to develop/configure, test, stage, and release an Offender Monitoring and Tracking System (OMTS) for the period of **August 27, 2019**, through **August 31, 2023**. The contract is identified as **CON0001079** and this is Amendment 3 thereto.

Service Provider represents and warrants that the individual signing this Amendment is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract, subject to the following changes:

1. The order of precedence provided in the contract preamble shall now read as follows:

"This Agreement is composed of the following documents:

1. This Amendment 4;
2. Amendment 3;
3. Amendment 2;
4. Amendment 1;
5. This contract, including all exhibits/attachments;
6. Service Provider's DIR Contract # DIR-TSO-3904, hereby incorporated by reference;
7. Request for Proposal (RFO) #644-9-070319, and all RFO addendums, hereby incorporated by reference;
8. Service Provider's proposal dated August 2, 2019, as modified by Service Provider's Best and Final Offer (BAFO) emails dated August 15, 2019, August 16, 2019, August 19, 2019, and August 23, 2019, and Clarification emails dated August 7, 2019, August 9, 2019, and August 12, 2019, all hereby incorporated by reference.

In the event there is conflict between the Agreement documents, the order of precedence shall be the order listed above, unless otherwise indicated."

2. Pursuant to **Exhibit C, Terms and Conditions, Article 13: Contract Amendment and Merger Clause**, the contract may be amended and to reflect the following revisions. Therefore, the parties agree to amend the contract as follows:
 - a. **Contract Preamble, 6**, the DIR Contract number is changed from DIR-TSO-3904, which expired December 31, 2021 including survival clause expiring December 31, 2024, to DIR-CPO-4934 by request of Service Provider and due to survival clause expiring, therefore now reads as follows:

ME

"6. Service Provider's DIR Contract # DIR-CPO-3934, hereby incorporated by reference;"

- b. **SECTION I: CONTRACT TERM**, this contract is being renewed for the third of four 1(one) 1-year terms. The renewal term is from **September 1, 2023 through August 31, 2024**, therefore this section is revised to read as follows:

"The contract will be for an Indefinite Delivery Indefinite Quantity (IDIQ) deployment of the OMTS. There will be a minimum purchase, initial Assignment, to address the requirements of the contract. Subsequent Assignments, purchases of services and/or equipment, if any, will be as needed and are not guaranteed, but will be effectuated through contract amendment, if applicable. The IDIQ contract will consist of an initial term of approximately two (2) years as a base period from **August 27, 2019, through August 31, 2021**, with four (4) additional one (1) year option periods beginning on September 1, 2021 - August 31, 2022, September 1, 2022 - August 31, 2023, September 1, 2023 - August 31, 2024, and September 1, 2024 - August 31, 2025, with one (1) option remaining. Renewals will be agreed upon by both parties in writing by contract amendment. Any renewals shall be at the same terms and conditions stated in the contract, including any approved changes."

- c. **SECTION III TJJD**, the contract not-to-exceed amount is increased by **\$63,965.00**. The total not-to-exceed amount for this contact is revised from **\$636,340.39 to \$700,305.39**, therefore the following is revised to read as follows:

"TJJD will pay Service Provider a fee for the develop/configure, test, stage, and release a OMTS solution for all of the site locations. The total not-to-exceed amount for this contact is **seven hundred thousand, three hundred five dollars and thirty-nine cents (\$700,305.39)**. Payments will be made in accordance with Chapter 2251 of the Texas Government Code."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

For the Texas Juvenile Justice Department:

[Redacted Signature]

8/24/23

Shandra Carter, Executive Director

Date

For Cooper Consulting, Company (Service Provider):

[Redacted Signature]

MELYNDA B. CAUDLE 8/23/2023

Signature

Printed Name

Date