

RESOLUTION APPROVING AMENDMENT TO CONTRACT WITH SATELLITE TRACKING OF PEOPLE FOR ELECTRONIC MONITORING OF CERTAIN PERSONS, ASHTABULA COUNTY ADULT PROBATION

WHEREAS, Kathy Thompson, Court Administrator for the Ashtabula County Court of Common Pleas, has presented a Contract Amendment for the approval of the Board, to-wit:

Original Contract Date: February 24, 2011

Provider: Satellite Tracking of People, LLC, 4000 International Parkway, Carrollton, TX 75007

Service: Electronic monitoring of certain persons under Adult Probation

Amendment: add language for insurance replacement cost

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract Amendment is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED, except as expressly amended by this Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-363

July 30, 2024

RESOLUTION APPROVING AMENDMENT TO CONTRACT WITH SATELLITE TRACKING OF PEOPLE FOR ELECTRONIC MONITORING OF CERTAIN PERSONS, ASHTABULA COUNTY ADULT PROBATION

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Crystal Sturgill
Crystal Sturgill, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

Acting



**FIRST AMENDMENT TO
LEASE AND SERVICES AGREEMENT
ASHTABULA COUNTY COMMON PLEAS COURT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Lease and Services Agreement by and between Satellite Tracking of People LLC ("we," "us," or "Provider") and Ashtabula County Common Pleas Court ("you" or "Customer") dated February 24, 2011 (the "Agreement").

WHEREAS Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

NOW, THEREFORE, as of the Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Amendments to the Agreement. As of the Amendment Effective Date, the Agreement is hereby amended as follows:

Unit Price		
Category	Volume Tiers *	Price
GPS Device (Blutag)	1+	\$3.75/day/unit

* - Average daily billable units per month

Replacement Cost			
Part	Description	Quantity	Replacement Cost ¹
1	BLUtag Unit	1	\$ 250.00

Note: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included."

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units.** Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.


Insurance Cost	\$0.50 per day per device
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Electing Insurance Coverage (must check one): Yes No

2. Except as expressly amended by this Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

[SIGNATURES NEXT PAGE]

EXECUTED as of the First Amendment Effective Date.

<p><u>CUSTOMER:</u> Ashtabula County Common Pleas Court</p> <p>By:  Name: <u>Kathryn Whittington</u> Title: <u>President</u> Date: <u>7-30-24</u></p>	<p><u>PROVIDER:</u> Satellite Tracking of People LLC</p> <p>By: _____ Name: Kevin Elder Title: President Date: _____</p> <p><u>Provider's Notice Address:</u> Securus Technologies, Inc. 5360 Legacy Drive, Suite 300 Plano, TX 75024 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> Satellite Tracking of People LLC PO Box 639098 Cincinnati, OH 45263-9098</p>
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Please return signed contract to:

**4000 International Parkway
Carrollton, Texas 75007
Attention: Contracts Administrator
Phone: (972) 277-0300**