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# MEMO

APPROVED  
10/12/2020



DATE: October 7, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Amendment 1 – Court Services - AMS

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Amendment #1 to the Master Agency Agreement between the Board of County Commissioners on behalf of the Tulsa County Division of Court Services and Alcohol Monitoring Systems, Inc. for the rental and service of alcohol and GPS monitoring equipment, originally approved and executed on June 1, 2020, CMF#20201257. This agreement is being modified and amended to add TouchPoint proprietary mobile application terms and pricing.

This amendment is respectfully submitted for your approval and execution.

MME / rjm

SUBMITTED FOR: The October 12, 2020 BOCC meeting agenda.

CMF# 20202530

By and Between  
Alcohol Monitoring Services, Inc.  
And  
Tulsa County Division of Court Services

APPROVED  
10/12/2020

This AMENDMENT 1 is by and between Alcohol Monitoring Systems, Inc. with its primary office at 1241 W. Mineral Dr., Littleton, CO 80112 ("AMS") and Board of County Commissioners of the County of Tulsa on behalf of Tulsa County Division of Court Services with mailing address at 500 South Denver Ave., Rm. B3, Tulsa, OK 74103 ("Agency"). Capitalized terms in this Amendment 1 have the same meaning as those in the Master Agency Agreement between AMS and Agency (the "Agreement"), with Product and Service Schedule ("Schedule"), both effective 5/18/2021 and entered in the records of the Tulsa County Clerk as CMF# 20201257.

WHEREAS, Agency and AMS desire to amend the Agreement and the Schedule, to add TouchPoint terms and pricing.

NOW THEREFORE, in consideration of the above premises and the mutual promises contained herein, it is hereby agreed that the Agreement and Schedules identified below shall be modified and amended as follows:

A. Section 6 – RESERVED will be replaced with Section 6 TouchPoint as follows:

**6. TOUCHPOINT**

**TOUCHPOINT:** TouchPoint is an AMS' proprietary mobile application designed for use by Clients who are using AMS or other electronic monitoring devices under the Agency's supervision. AMS will provide the Agency with TouchPoint training. Clients will download TouchPoint to their cell phone and upon first use agree to the Mobile Application Terms and Conditions. The Agency will provide TouchPoint training to the Clients. If Agency is evaluating TouchPoint, the evaluation period is 60 days from the date Touchpoint is delivered to Agency ("Evaluation Period") and TouchPoint will be provided at no charge during that time frame. After the Evaluation Period, if Agency continues to use TouchPoint, the price will be that as set forth below.

**TouchPoint Price/Billing**

**Price:** Pricing is in accordance with the GSA Schedule #GS-07F-0003Y and will be calculated with cumulative volume levels across all TP Client Users as set forth below.

**TouchPoint Client Users wearing AMS Equipment:**

TP Client User Quantity	Price per Client TP User
1 - 250	\$0.00
251 - 500	\$0.00
500+	\$0.00

**TouchPoint Client Users not wearing AMS Equipment:**

TP Client User Quantity	Price per Client TP User
1 – 2500	\$0.50
2501 – 5000	\$0.47
5001+	\$0.44

**Billing:** AMS will invoice the Agency monthly with the first invoice being issued 60 days from the date this Amendment X is fully executed. Payment terms will be those as set forth in the Agreement. TouchPoint price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, TouchPoint will become unavailable with 10 days prior notice and this Amendment will terminate.

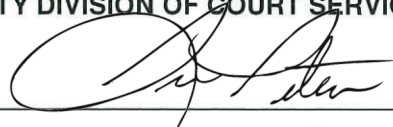
All other terms and conditions remain in force and unchanged.

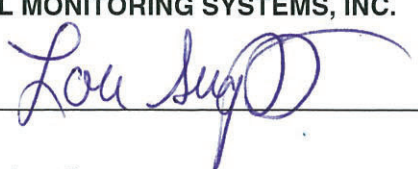
CMF# 20202530

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment 1 to be executed by their duly authorized representatives as of the date last written below.

**TULSA COUNTY DIVISION OF COURT SERVICES**

**ALCOHOL MONITORING SYSTEMS, INC.**

**By:**   
**Name:** Ron Peters

**By:**   
**Name:** Lou Sugo

**Title:** Chairman, Board of Commissioners

**Title:** Vice President – Sales and Marketing

**Date:** 10/12/2020

**Signed by AMS and effective as of the date signed by Customer's governing body ("Effective Date")** 10/2/2020

Approved as to form:

**James G. Rea**  
Assistant District Attorney  
Digitally signed by James G. Rea  
Date: 2020.10.06 10:53:57 -05'00'

Attest:   
Michael Willis, County Clerk 