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AUG 21 2014

**Amendment to Agreement
Lancaster County
Annual Supply of Offender Monitoring Products, Services and Solutions
City and County of Denver Contract No. Safety-201314300-00
(Additional Equipment)**

LANCASTER COUNTY
CLERK

This Amendment is hereby entered into by and between **B.I. Incorporated, 6400 Lookout Road, Boulder, Co 80301** (hereinafter "Contractor") and **Lancaster County** (hereinafter "Owners"), for the purpose of amending the **Contract C-14-0294**, dated **June 18, 2014**, (the "Contract"), for **The Annual Supply of Offender Monitoring Products, Services and Solutions, City and County of Denver, Contract No. Safety-201314300-00**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the agreement to add TAD Plus Cellular Unit pricing and SL2 Unit pricing based on Attachment A; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this amendment shall not exceed **\$10,000.00** per year without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-14-0294** and stated herein the parties agree as follows:

- 1) The Parties wish to amend the agreement to add TAD Plus Cellular Unit pricing and SL2 Unit pricing based on Attachment A.
- 2) The estimated expenditures for Lancaster County Departments for the term of this amendment shall not exceed **\$10,000.00** per year without approval by the Lancaster County Board.
- 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.

Lancaster County Board of Commissioners Signatures

Approved as to form

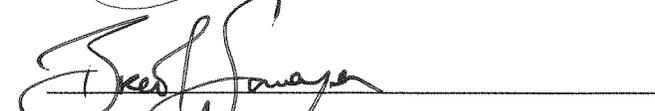
this 26 day of Aug, 2014

Executed this 26 day of August, 2014



Deputy County Attorney

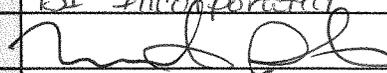
for Lancaster County Attorney



Raybould Absent

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	BE Incorporated
By: (Please Sign)	
By: (Please Print)	Michael Pharris
Title: (Please Print)	Asst. Controller
Company Address: (Please Print)	16400 Lookout Rd Boulder CO 80301
Company Phone & Fax: (Please Print)	303-218-1000, 303-218-1471
E-Mail Address: (Please Print)	scott.mccool@bi.com
Date: (Please Print)	8-8-14
Contact Person For: "Orders or Service" (Please Print)	Scott McCool
Phone Number: (Please Print)	303-218-1056

SCHEDULE A

TO THE
 ELECTRONIC MONITORING SERVICE AGREEMENT – US COMMUNITIES
 Annual Supply of Offender Monitoring Products, Services and Solutions
 City and County of Denver Contract No. Safety-201314300-00 ("Agreement")
 between
 BI INCORPORATED ("BI")
 and
 LANCASTER COUNTY ("Agency")

Pursuant to Master Agreement No. 201314300, the cost to Agency for the services rendered by BI shall be as follows:

Service – Standard Automated

1. SOBERLINK SL2 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$3.50	\$3.00	\$6.50
26 - 50	\$3.50	\$3.00	\$6.50
51 - 75	\$3.45	\$3.00	\$6.45
76 - 100	\$3.40	\$3.00	\$6.40
101 - 125	\$3.26	\$2.90	\$6.16
126 - 150	\$3.26	\$2.90	\$6.16
151 - 175	\$3.26	\$2.90	\$6.16
176 - 200	\$3.26	\$2.90	\$6.16
201 - 500	\$3.15	\$2.85	\$6.00
501+	\$3.10	\$2.80	\$5.90

Twenty Percent (20%) Soberlink SL2 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive Soberlink SL2 Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive Soberlink SL2 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No Soberlink SL2 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged Soberlink SL2 Units. Replacement cost for Soberlink SL2 Units is \$800.00 each.

Soberlink SL2 Telco Service Charge: Agency-owned Soberlink SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

Purchased Unit Volume

0 – 25 Purchased Units	---	\$0.60 Telco Fee
26 – 50 Purchased Units	---	\$0.55 Telco Fee
51 – 100 Purchased Units	---	\$0.50 Telco Fee
101 - 200 Purchased Units	---	\$0.45 Telco Fee
201 – 300 Purchased Units	---	\$0.40 Telco Fee
300+ Purchased Units	---	\$0.35 Telco Fee

2. TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/ Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/ Per Active Day
1 - 25	\$4.53	\$2.00	\$1.52	\$8.05
26 - 50	\$4.53	\$2.00	\$1.52	\$8.05
51 - 75	\$4.40	\$1.95	\$1.66	\$8.01
76 - 100	\$4.40	\$1.95	\$1.66	\$8.01
101 - 125	\$4.40	\$1.95	\$1.66	\$8.01
126 - 150	\$4.40	\$1.95	\$1.66	\$8.01
151 - 175	\$4.25	\$1.80	\$1.66	\$7.71
176 - 200	\$4.25	\$1.80	\$1.66	\$7.71
201 - 500	\$4.25	\$1.80	\$1.66	\$7.71
501+	\$4.25	\$1.80	\$1.66	\$7.71

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

3. TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/ Per Active Day	Cellular HomeBase Rental/Spare Charge/ Per Unit/Per Day	Total Charge Per Unit/ Per Active Day
1 - 25	\$4.53	\$2.00	\$1.52	\$8.05
26 - 50	\$4.53	\$2.00	\$1.52	\$8.05
51 - 75	\$4.40	\$1.95	\$1.66	\$8.01
76 - 100	\$4.40	\$1.95	\$1.66	\$8.01
101 - 125	\$4.40	\$1.95	\$1.66	\$8.01
126 - 150	\$4.40	\$1.95	\$1.66	\$8.01
151 - 175	\$4.25	\$1.80	\$1.66	\$7.71
176 - 200	\$4.25	\$1.80	\$1.66	\$7.71

201 - 500	\$4.25	\$1.80	\$1.66	\$7.71
501+	\$4.25	\$1.80	\$1.66	\$7.71

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each.. Ankle Bracelet and HomeBase = TAD Complete Unit.

Twenty Percent (20%) TAD Cellular HomeBase Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Cellular HomeBase Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBase Units in excess of the 20% allowance, Agency will incur a spare charge* per unit per day based on the applicable TAD Cellular HomeBase Unit Quantity tier. Following execution of this Amendment, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No TAD Cellular HomeBase Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Units. Replacement cost for the TAD Cellular HomeBase Unit is \$2,215.43 each.

4. GENERAL TERMS:

Supplies: All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related equipment necessary for proper operation shall be provided by BI at no additional cost, throughout the term of the contract. Install and deactivation tools/equipment shall be provided at no additional cost throughout the term of the contract.

Training. BI shall provide initial training, refresher training as needed, and weekly or ad hoc online training. BI shall provide training at no additional cost.

Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

**Amendment to Agreement
Lancaster County
Annual Supply of Offender Monitoring Products, Services and Solutions
City and County of Denver Contract No. Safety-201314300-00
(Additional Equipment)**

This Amendment is hereby entered into on this 8 day of July, 2014, by and between **B.I. Incorporated, 6400 Lookout Road, Boulder, Co 80301** (hereinafter "Contractor") and **Lancaster County** (hereinafter "Owners"), for the purpose of renewing the **Contract C-14-0294**, dated **June 18, 2014**, (the "Contract"), for **The Annual Supply of Offender Monitoring Products, Services and Solutions, City and County of Denver, Contract No. Safety-201314300-00**, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the agreement to add GPS Equipment with pricing based on Attachment A; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this amendment shall not exceed **\$20,000.00** per year without approval by the Lancaster County Board.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County **Contract C-14-0294** and stated herein the parties agree as follows:

- 1) The Parties wish to amend the agreement to add GPS Equipment with pricing based on Attachment A.
- 2) The estimated expenditures for Lancaster County Departments for the term of this amendment shall not exceed **\$20,000.00** per year without approval by the Lancaster County Board.
- 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.

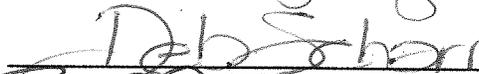
Approved as to form
this 8 day of July, 2014



Deputy County Attorney
for Lancaster County Attorney

Lancaster County Board of Commissioners Signatures

Executed this 8 day of July, 2014



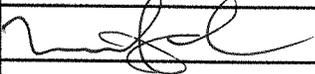






Hudkins Absent

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Company Name: (Please Print)	BI INCORPORATED
By: (Please Sign)	
By: (Please Print)	Michael Pharris
Title: (Please Print)	Assistant Secretary
Company Address: (Please Print)	6400 LOOKOUT RD BOULDER, CO 80301
Company Phone & Fax: (Please Print)	303-218-1000 / 303-218-1471
E-Mail Address: (Please Print)	Scott.McCoo@bi.com
Date: (Please Print)	7-1-14
Contact Person For: "Orders or Service" (Please Print)	CBS - see below
Phone Number: (Please Print)	800-241-5178

CBS Help @ BI.com

Attachment A

Quantity	Total Charge Per Unit/Per Active Day	Rental/Spare Charge Per Unit/Per Day*	Monitoring Service Charge Per Unit/Per Active Day
ET One 1.720.A0 NZ			
1 - 25	\$ 4.20	\$ 2.50	\$ 1.70
26 - 50	\$ 4.20	\$ 2.50	\$ 1.70
51 - 75	\$ 3.90	\$ 2.35	\$ 1.55
75 ⁶ - 100	\$ 3.90	\$ 2.35	\$ 1.55
101 - 125	\$ 3.50	\$ 2.15	\$ 1.35
126 - 150	\$ 3.45	\$ 2.15	\$ 1.30
151 - 175	\$ 3.15	\$ 2.00	\$ 1.15
176 - 200	\$ 3.15	\$ 2.00	\$ 1.15
201 - 500	\$ 3.10	\$ 2.00	\$ 1.10
501+	\$ 3.10	\$ 2.00	\$ 1.10

ET One 1.30.A0 ZX			
1 - 25	\$ 4.40	\$ 2.50	\$ 1.90
26 - 50	\$ 4.40	\$ 2.50	\$ 1.90
51 - 75	\$ 4.10	\$ 2.35	\$ 1.75
75 ⁶ - 100	\$ 4.10	\$ 2.35	\$ 1.75
101 - 125	\$ 3.60	\$ 2.15	\$ 1.45
126 - 150	\$ 3.50	\$ 2.10	\$ 1.40
151 - 175	\$ 3.15	\$ 2.00	\$ 1.15
176 - 200	\$ 3.15	\$ 2.00	\$ 1.15
201 - 500	\$ 3.15	\$ 2.00	\$ 1.15
501+	\$ 3.15	\$ 2.00	\$ 1.15

ET One 1.30.A30 ZX			
1 - 25	\$ 4.50	\$ 2.50	\$ 2.00
26 - 50	\$ 4.50	\$ 2.50	\$ 2.00
51 - 75	\$ 4.20	\$ 2.35	\$ 1.85
75 ⁶ - 100	\$ 4.20	\$ 2.35	\$ 1.85
101 - 125	\$ 3.70	\$ 2.15	\$ 1.55
126 - 150	\$ 3.60	\$ 2.10	\$ 1.50
151 - 175	\$ 3.25	\$ 2.00	\$ 1.25
176 - 200	\$ 3.25	\$ 2.00	\$ 1.25
201 - 500	\$ 3.25	\$ 2.00	\$ 1.25
501+	\$ 3.20	\$ 2.00	\$ 1.20

Replacement Costs**

ET One Tracker	\$ 1,550.00
Beacon	\$ 275.00

* Twenty Percent (20%) ExacuTrack One Unit No-charge Spares

** No ExacuTrack One Unit Loss or Damage

C - 14 - 0294

RECEIVED

JUN 18 2014

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

LANCASTER COUNTY

**Annual Supply
of
Offender Monitoring Products, Services and Solutions
City and County of Denver
Contract No. Safety-201314300-00**

**Contractor:
B.I. Incorporated
6400 Lookout Road
Boulder, CO 80301
(303)218-1000**

800-241-2911

LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into by and between B.I. Incorporated, 6400 Lookout Road, Boulder, CO 80301 hereinafter called Contractor, and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owner.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, the Owner through local inter-governmental cooperative purchasing have chosen to participate in the contract between the City and County of Denver and B.I. Incorporated, Contract No. Safety-201314300-00, dated March 17, 2013, which was prepared in accordance with the City and County of Denver's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Offender Monitoring Products, Services, and Solutions for the Owner's various agencies and divisions as the Owners may determine in compliance with the prices as established via the City and County of Denver, Contract No. Safety-201314300-00, dated March 17, 2013; and

WHEREAS, the Contractor, in response to the Owner's request to participate in said agreement, has submitted to the Owner, an offer approving Owners participation under the same pricing structure, terms and conditions as the City and County of Denver Contract No. Safety-201314300-00, dated March 17, 2013 for Offender Monitoring Products, Services and Solutions, with only those exceptions stated herein; and

WHEREAS, the City and County of Denver, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the City and County of Denver Contract No. Safety-201314300-00, dated March 17, 2013, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owner hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Offender Monitoring Products, Services and Solutions for the Owner's various agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning upon execution of this contract through January 31, 2017.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for two (2) additional one (1) year terms not to exceed the term of the current City and County of Denver contract.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to and County of Denver Contract No. Safety-201314300-00, dated March 17, 2013.

The County will pay for products/service, according to the pricing as listed in City and County of Denver Contract No. Safety-201314300-00, dated March 17, 2013, a copy thereof being attached to and made a part of this Contract for a total of \$154,000.00. See Schedule A attached for pricing.

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owner's Specifications and approval. Each location will have a separate account number and billing address. The Owner may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the and City and County of Denver shall be made available to the Owner.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owner (Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the County") it shall mean the "Owner" encompassing the County of Lancaster, Nebraska.
8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owner may terminate the Contract for cause if the

Contractor:

- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver Offender Monitoring Products, Services and Solutions and Related Services.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the City and County of Denver Contract No. Safety-201314300-00, dated March 17, 2013.
10. The Contract Documents comprise the Contract, and consist of the following:
- 1. Contract Agreement
 - 2. City and County of Denver Contract No. Safety-201314300-00, dated March 17, 2013.
 - 3. Schedule A
 - 4. Form 13 -Nebraska Resale or Exempt Sale Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owner hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owner do hereby execute this contract.

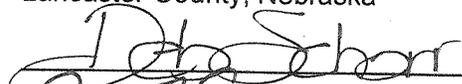
EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:



Deputy County Attorney
For Joe Kelly
Lancaster County Attorney

The Board of County Commissioners of
Lancaster County, Nebraska











Dated: 6/24/13

6-24-14 LLI

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:



Secretary (SEAL)

BI Incorporated
Name of Corporation

6400 Lookout Rd, Boulder CO 80301
(Address)

By: Michael Pharis
Duly Authorized Official

Asst. Secretary
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

SCHEDULE A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT – US COMMUNITIES
Annual Supply of Offender Monitoring Products, Services and Solutions City and County of Denver
Contract No. Safety-201314300-00 ("Agreement")
between
BI INCORPORATED ("BI")
and
LANCASTER COUNTY ("Agency")

Pursuant to Master Agreement No. 201314300¹, the cost to Agency for the services rendered by BI shall be as follows:

Service – Standard Automated

1. HOMEGUARD 200 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$1.20	\$1.15	\$2.35
26 - 50	\$1.20	\$1.15	\$2.35
51 - 75	\$1.20	\$1.15	\$2.35
76 - 100	\$1.20	\$1.15	\$2.35
101 - 125	\$1.00	\$0.90	\$1.90
126 - 150	\$0.85	\$0.75	\$1.60
151 - 175	\$0.85	\$0.75	\$1.60
176 - 200	\$0.85	\$0.75	\$1.60
201 - 500	\$0.85	\$0.75	\$1.60
501+	\$0.85	\$0.75	\$1.60

Twenty Percent (20%) HomeGuard 200 Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, 20% of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above.

No HomeGuard 200 Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 200 Units. Replacement costs for HomeGuard 200 Units are the following: HomeGuard 200 Base Station - \$850.00 each and HomeGuard 200 Transmitter - \$350.00 each.

¹ Also referred to as: SAFTY-201314300-00

2. HOMEGUARD 206 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$1.15	\$3.95
26 - 50	\$2.80	\$1.15	\$3.95
51 - 75	\$1.70	\$1.15	\$2.85
76 - 100	\$1.70	\$1.15	\$2.85
101 - 125	\$1.95	\$0.90	\$2.85
126 - 150	\$2.05	\$0.75	\$2.80
151 - 175	\$2.05	\$0.75	\$2.80
176 - 200	\$2.05	\$0.75	\$2.80
201 - 500	\$2.05	\$0.75	\$2.80
501+	\$2.00	\$0.75	\$2.75

Twenty Percent (20%) HomeGuard 206 Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive HomeGuard 206 Digital Cell Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 206 Digital Cell Units in excess of the 20% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above.

No HomeGuard 206 Digital Cell Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged HomeGuard 206 Digital Cell Units. Replacement costs for HomeGuard 206 Digital Cell Units are the following: HomeGuard 206 Digital Cell Base Station - \$1500.00 each and HomeGuard 206 Digital Cell Transmitter - \$350.00 each.

3. TAD UNIT VOLUME PRICING AND ADDITIONAL SERVICES:

TAD WITH RF CHARGES:

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$4.53	\$2.00	\$6.53
26 - 50	\$4.53	\$2.00	\$6.53
51 - 75	\$4.40	\$1.95	\$6.35
76 - 100	\$4.40	\$1.95	\$6.35
101 - 125	\$4.40	\$1.95	\$6.35
126 - 150	\$4.40	\$1.95	\$6.35
151 - 175	\$4.25	\$1.80	\$6.05
176 - 200	\$4.25	\$1.80	\$6.05
201 - 500	\$4.25	\$1.80	\$6.05
501+	\$4.25	\$1.80	\$6.05

Twenty Percent (20%) TAD Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep a quantity of TAD Units equal to, but not to exceed, 20% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Units in excess of the 20% allowance,

Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge Per Unit/Per Day listed in the table above.

No TAD Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units. Replacement costs for TAD Units are the following: TAD Ankle Bracelet - \$1,284.57 each; TAD HomeBase - \$1,284.56 each. Ankle Bracelet and HomeBase = TAD Complete Unit.

GENERAL TERMS:

Supplies: All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related equipment necessary for proper operation shall be provided by BI at no additional cost, throughout the term of the contract. Install and deactivation tools/equipment shall be provided at no additional cost throughout the term of the contract.

Training. BI shall provide initial training, refresher training as needed, and weekly or ad hoc online training. BI shall provide training at no additional cost.

Freight. BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.