

Request for Legislative Action

Res. #21462

Sponsor: Venessa Huskey

Date: November 6, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21462
Sponsor(s):	Venessa Huskey	Legislature Meeting Date:	11/6/2023

Introduction

Action Items: ['Award']

Project/Title:

A Resolution Awarding a contract and authorizing the Jackson County Sheriff's Population Control Office, to execute and Agreement for the furnishing of electronic home monitoring services for use by the Office of Population Control to BI Incorporated of Boulder, CO, under the terms and conditions of Contract No. 2022118, an existing, competitively bid government contract, at a cost to the County on an as needed basis not to exceed, \$56,833.00 for the remainder of the budget year 2023. The annual contract spend for the year 2024 will be subject to appropriation in the 2024 annual budget and will not exceed \$341,000.00.

Request Summary

The Jackson County Sheriff's, Population Control Office has the need for the furnishing of electronic, home monitoring services provided by BI Incorporated of Boulder, CO, under the terms and conditions of Contract No. 2022118, Pursuant to Section 1030.4 of the Jackson County Code an existing, competitively bid government contract, at a cost to the County not to exceed, \$56,833.00 for the remainder of the budget year 2023. The annual contract spend for the year 2024 will be subject to appropriation in the 2024 annual budget and will not exceed \$341,000.00.

Contact Information

Department:	Corrections	Submitted Date:	10/23/2023
Name:	Deloris M. Wells	Email:	DWells@jacksongov.org
Title:	Deputy Director of Administration	Phone:	816-881-4210

Budget Information

Amount authorized by this legislation this fiscal year:			\$56,833
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$56,833
Is it transferring fund?			No
Single Source Funding:			
Fund:	Department:	Line Item Account:	Amount:
008 (Anti-Crime Sales Tax Fund)	2304 (Detention Center Pop. Control)	56763 (Ankle Bracelet Monitoring Services)	\$56,833

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Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:
20586	December 21, 2020
16042	October 16, 2006
12029	March 9, 1998

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance	
Certificate of Compliance	
In Compliance	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information	
<ul style="list-style-type: none">Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.	

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History

Submitted by Corrections requestor: Deloris M. Wells on 10/23/2023. Comments: File name is previous submission caused upload to fail. Resubmission.

Approved by Department Approver Diana L. Knapp on 10/23/2023 11:36:35 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/24/2023 12:18:45 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 10/24/2023 12:28:27 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 10/24/2023 3:03:49 PM. Comments: The funding doesn't match the available funds in the referenced account. Please adjust or include a transfer.

Submitted by Requestor Deloris M. Wells on 10/25/2023 7:25:30 AM. Comments: Remaining spend for 2023 added.

Approved by Department Approver Diana L. Knapp on 10/25/2023 8:53:39 AM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 10/25/2023 9:08:32 AM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 10/25/2023 9:16:29 AM. Comments:

Approved by Budget Office Approver David B. Moyer on 10/25/2023 10:14:39 AM. Comments:

Approved by Executive Office Approver Sylva Stevenson on 10/25/2023 12:55:39 PM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 11/2/2023 10:40:07 AM. Comments:

The complete Contract #2022118 is attached as back up to Resolution 21462.

City of Mesa, AZ

Contract #2022118

for

Offender Monitoring Solutions

with

BI Incorporated

Effective: May 4, 2022

ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS

Agreement No. 071023MS1

This Electronic Monitoring Service Agreement – Omnia Partners ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and JACKSON COUNTY ("Agency") with its principal place of business at 1315 Locust Street, Kansas City, MO 64106.

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date").

WHEREAS, Agency has registered with National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners, Public Sector and/or Communities Program Management, LLC, f/ka U.S. Communities ("Omnia Partners") as a Participating Public Agency on Omnia Partners' website or by executing a Master Intergovernmental Cooperative Purchasing Agreement; and

WHEREAS, Agency desires to procure products and services in accordance with the terms and conditions of the Master Agreement No. 2022118, effective on May 4, 2022, by and between the City of Mesa, Arizona and BI ("Master Agreement"), a copy of which may be found on Omnia Partners website at www.omniapartners.com/publicsector; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject.

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

- 1 Terms and Conditions.** Except as specifically set forth herein, this Agreement is subject to the terms and conditions of the Master Agreement which is hereby incorporated herein. For the purposes of this Agreement, all references in the Master Agreement to the City of Mesa, Arizona or any of its divisions, departments, agencies or employees shall be read to be a reference to Agency or its divisions, departments, agencies or employees.
- 2. Equipment and Services.** BI shall provide equipment and services requested hereunder in accordance with the Master Agreement, Exhibit A - Scope of Work.
- 3. Rates and Payment.** Agency shall pay the rates set forth in Schedule A which is attached hereto and hereby made a part of this Agreement. Payment shall be in accordance with the terms and conditions of the Master Agreement.
- 4. Term.** The term of this Agreement shall be from Effective Date through May 3, 2027, unless terminated by one of the parties in accordance with the termination provisions of the Master Agreement.
- 5. Prior Agreement.** Upon full execution of this Agreement, the Electronic Monitoring Service Agreement No. 102120MV1 shall terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

Signature

Printed Name

Printed Title

Date

JACKSON COUNTY

Signature

Printed Name

Printed Title

Date

**SCHEDULE A
TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS
Agreement No. 071023MS1 ("Agreement")
between
BI INCORPORATED ("BI")
and
JACKSON COUNTY ("Agency")**

- I. Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.
- II. Lost & Damaged Equipment Billing** – N/A.
- III. Equipment: Services and Fees** - Pursuant to Master Agreement No. 2022118, the cost to Agency for the services rendered by BI shall be as follows:

Service Type – Standard

A. HOMEGUARD 20|20 CELL UNIT

HG20 20 HomeGuard Cell Unit Rental Charge:	\$3.22 per day per Unit from BI inventory.
HG20 20 HomeGuard Cell Monitoring Service Charge:	\$0.90 per Unit per Active Day.
Total HG20 20 HomeGuard Cell Unit Charges:	\$4.12 per Unit per day.

ADDITIONAL SERVICES:

- Unlimited HG 20|20 HomeGuard Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep an unlimited number of inactive HG 20|20 HomeGuard Cell Units at no charge (not subject to the Unit Rental Charge while not in use).
- Unlimited HG 20|20 HomeGuard Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HG 20|20 HomeGuard Units.
- Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

B. SL3 UNIT

SL3 Unit Rental Charge:	\$3.07 per day per Unit from BI inventory.
SL3 Unit Monitoring Service Charge:	\$2.60 per Unit per Active Day.
Total SL3 Unit Charges:	\$5.67 per Unit per day.

ADDITIONAL SERVICES:

- Unlimited SL3 Unit No-Charge Spares:** Each month during the Term, Agency is entitled to keep an unlimited number of inactive SL3 Units at no charge (not subject to the Unit Rental Charge while not in use).
- Unlimited SL3 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL3 Units.
- SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.

C. LOC8 XT

LOC8 XT Component Rental Charge: \$3.17 per day per Unit from BI inventory.

OPTION A: LOC8 XT WITH 1.30.W5.C30.ZX SERVICE:

LOC8 XT - GPS Collection Rate once per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT Service Charge: \$1.35 per day per Unit from BI inventory.

Total LOC8 XT Charges: \$4.52 (total of LOC8 XT Components and Service charges)

OPTION B: LOC8 XT WITH 1.720.W5.C30.ZX SERVICE:

LOC8 XT - GPS Collection Rate once per minute, Data Transmission every 720 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), Cell Tower Locate every 30 minutes (If GPS not found), with Data Transmission at Zone Crossing.

LOC8 XT Service Charge: \$1.35 per day per Unit from BI inventory.

Total LOC8 XT Charges: \$4.52 (total of LOC8 XT Components and Service charges)

ADDITIONAL SERVICES:

1. **Unlimited LOC8 XT Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep an unlimited number of LOC8 XT Tracker Units at no charge (not subject to the Unit Rental Charge while not in use).
2. **Unlimited LOC8 XT Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 XT Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

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.

Jackson County Missouri

Certificate of Compliance



In accordance with Jackson County Code Chapter(s) 6 and 10,
this Certificate of Compliance is hereby issued to:

BI Incorporated
6265 Gunbarrel Ave Suite B
Boulder, CO 80301
2023 Certificate: 20230803VC341

Issued: 2023-08-03

Expires: 2023-12-31

The above named firm/agency has met the following requirements:

Is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri
816-881-3302
compliance@jacksonsongov.org