

AMENDMENT NO. 1

TO THE  
MONITORING SERVICE AGREEMENT  
AGREEMENT NO. 052710VG4 ("Agreement")  
BETWEEN  
BI INCORPORATED ("BI")  
AND  
JACKSON COUNTY, MISSOURI ("Agency")

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This Amendment is entered into by and between Agency and BI.

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:

With respect to the above-referenced Agreement, Exhibit C, Exhibit D, Addendum No. 2, and Freight terms are hereby amended as follows:

1. Exhibit C: The Loss or Damage paragraph, the No-charge Spare paragraph, and the Freight sentence are deleted entirely and replaced with the following:

**HomeGuard 200 Unlimited Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units.

**HomeGuard 200 Unlimited No-charge Spares:** Agency is entitled to keep an unlimited number of HomeGuard 200 Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement.

**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.

2. Exhibit D: The Loss or Damage paragraph and the No-charge Spare paragraph are deleted entirely and replaced with the following:

**Sobrietor Units Unlimited Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Sobrietor Units.

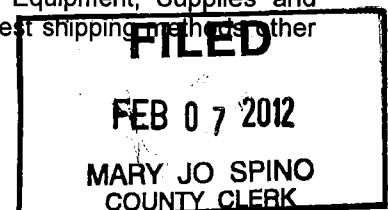
**Sobrietor Units Unlimited No-charge Spares:** Agency is entitled to keep an unlimited number of Sobrietor Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement.

3. Addendum No. 2: The TAD Units 5% Loss or Damage paragraph, the TAD Units one (1) No-charge Spares paragraph, and the Freight sentence are deleted entirely and replaced with the following:

**TAD Units Unlimited Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged TAD Units.

**TAD Units Unlimited No-charge Spares:** Agency is entitled to keep an unlimited number of TAD Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement.

**Freight:** BI will pay for the cost of shipping TAD 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.

The revised Loss or Damage and Spares allowances, and the replaced Freight terms, listed in this Amendment shall be effective the first day of the first full month following the date of full execution of this Amendment.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, Exhibit C, Exhibit D, and Addendum No. 2, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

**BI INCORPORATED**

  
\_\_\_\_\_  
Signature

Michael Pharris  
Printed Name

Assistant Controller  
Printed Title

1/24/12  
Date

**JACKSON COUNTY, MISSOURI**

  
\_\_\_\_\_  
Signature

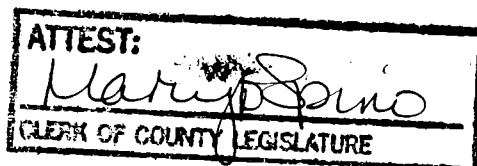
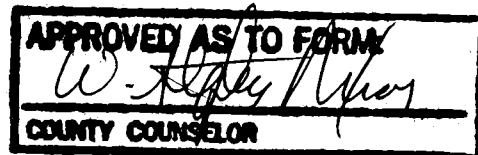
**Q. Troy Thomas**

Printed Name

**Director of Finance & Purchasing**

Printed Title

February 6, 2012  
Date



AMENDMENT NO. 1

TO THE  
EXACUTRACK SERVICE AGREEMENT  
AGREEMENT NO. 052710VG3 ("Agreement")  
BETWEEN  
BI INCORPORATED ("BI")  
AND  
JACKSON COUNTY, MISSOURI ("Agency")

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This Amendment is entered into by and between Agency and BI.

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:

With respect to the above-referenced Agreement, Exhibit A is hereby amended as follows:

1. Exhibit A: All items under ADDITIONAL SERVICES are deleted entirely and replaced with the following:

**ExacuTrack AT Unlimited No-charge Spares:** Agency is entitled to keep an unlimited number of ExacuTrack AT Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement.

**ExacuTrack Unlimited No-charge Spares:** Agency is entitled to keep an unlimited number of ExacuTrack Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement.

**ExacuTrack One Unlimited No-charge Spares:** Agency is entitled to keep an unlimited number of ExacuTrack One Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement.

**ExacuTrack AT Unlimited Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack AT Units.

**ExacuTrack Unlimited Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack Units.

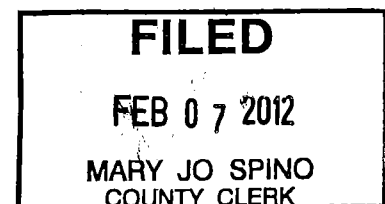
**ExacuTrack One Unlimited Loss or Damage:** During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack One Units.

**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.

**Additional remote training:** From 8:00 a.m. to 5:00 p.m. Mountain Standard Time, \$200 per hour. Minimum charge of one (1) hour; thereafter billed in fifteen minute increments.

**Additional on-site training:** \$1000 per day, 2 day minimum, plus actual out of pocket expenses for on-site training including one BI staff person's travel, room, board, and miscellaneous expenses.

The revised terms listed in this Amendment shall be effective the first day of the first full month following the date of full execution of this Amendment.



Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement and Exhibit A, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

**BI INCORPORATED**

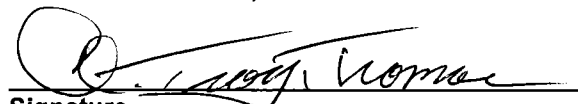
  
\_\_\_\_\_  
Signature

Michael Pharris  
\_\_\_\_\_  
Printed Name

Assistant Controller  
\_\_\_\_\_  
Printed Title

1/24/12  
\_\_\_\_\_  
Date


**JACKSON COUNTY, MISSOURI**

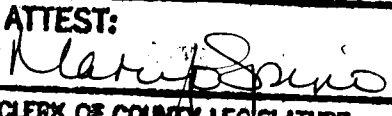
  
\_\_\_\_\_  
Signature

Q. Troy Thomas  
\_\_\_\_\_  
Printed Name

Director of Finance & Purchasing  
\_\_\_\_\_  
Printed Title

February 6, 2012  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
**COUNTY COUNSELOR**

**ATTEST:**  
  
\_\_\_\_\_  
**CLERK OF COUNTY LEGISLATURE**