

ADDENDUM NO. 3
HG206 HOMEGUARD DIGITAL CELL ADDENDUM

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

This Addendum 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:

HomeGuard 206 Unit pricing is added to the Agreement, and Freight terms are revised, as follows:

1. HomeGuard 206 terms and pricing:

BI HG206 HomeGuard Digital Cell Unit: Enables BI's electronic monitoring services to be installed without a telephone line connected to the Client's home. Cellular telephone service must be available within the Client's home.

SERVICE CONDITIONS: Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downpage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

CHARGES:

HG206 HomeGuard Digital Cell Unit Rental Charge:	\$4.17	per day per Unit provided from BI inventory.
HG206 HomeGuard Digital Cell Monitoring Service Charge:	\$0.82	per Unit per active day.
Total HG206 HomeGuard Digital Cell Unit Charge:	\$4.99	per Unit per day.

ADDITIONAL SERVICES:

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.

Installer Services: BI will install and de-install all HG206 HomeGuard Digital Cell Units throughout the term of the Agreement. The charge for this service is included in the Total HG206 HomeGuard Digital Cell Unit Charge.

Unlimited HG206 HomeGuard Digital Cell Unit No-charge Spares: Each month during the term of this Agreement, Agency is entitled to keep an unlimited quantity of inactive HG206 HomeGuard Digital Cell Units in its possession at no charge.

<p>FILED</p> <p>SEP 18 2012</p> <p>MARY JO SPINO COUNTY CLERK</p>
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Unlimited HG206 HomeGuard Digital Cell Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HG206 HomeGuard Digital Cell Units.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

Additional Training Costs:

Additional remote training: From 8:00 a.m. to 5:00 p.m. Mountain Standard Time, \$120 per hour. Minimum charge of ½ hour; thereafter billed in fifteen minute increments. During all other hours, \$180 per hour; minimum charge of ½ hour; thereafter billed in fifteen minute increments.

Additional on-site training: \$1500 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.

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, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and BI have executed this Addendum by their duly authorized representatives, as of the latest date set forth below.

BI INCORPORATED



Signature

Michael Pharris

Printed Name

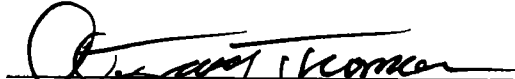
Assistant Controller

Printed Title

8-30-12

Date

JACKSON COUNTY, MISSOURI



Signature

Q. Troy Thomas

Printed Name

Director of Purchasing & Finance

Printed Title

September 13, 2012

Date

APPROVED AS TO FORM:

By 

W. Stephen Nixon,
County Counselor

ATTEST BY:



Mary Jo Spino,
Clerk of the County Legislature