

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

JACKSON COUNTY

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

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:

- 1. **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).
- 2. **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.
- 3. **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:

- 1. **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).
- 2. **Unlimited SL3 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL3 Units.
- 3. **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.