

FIRST AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND BI INCORPORATED FOR OFFENDER MONITORING SOLUTIONS NO. 13479

THIS First AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and BI Incorporated, a Foreign for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS the Parties previously entered into an Addendum Agreement based on an Omnia National Cooperative Purchasing Alliance Contract for Offender Monitoring Solutions, identified by No. 13479 (the “Agreement”); and

WHEREAS the County has seen an increased usage of the services provided by the Contractor which necessitates an increase in the Not to Exceed amount of the Agreement; and

WHEREAS the Parties desire to amend the Agreement to extend the term of the Agreement, to increase the Not to Exceed amount of the Agreement, and to do otherwise as provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Section #3.b.i, of the Agreement titled “Term” sub-section i is amended in its entirety to read as follows:

i. The Term of this Agreement is effective October 1, 2022, after execution and continues through September 30, 2025, unless terminated earlier as provided herein. The County has the option of renewing or extending the term of this Agreement for additional periods of time coinciding with the term of any renewals or extensions of the Master Agreement.

B. Amendment. Section #3.c, of the Agreement titled “Payment” sub-section i is amended in its entirety to read as follows:

i. The County will pay BI for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to BI for the Services shall be a total annual amount not to exceed \$390,000.00 annually (“NTE amount”). The amount paid shall be based on the equipment, additional accessories, software, and enhanced monitoring services used, per the following tables.

C. Amendment. Section #3.h, titled “Amendment and Assignment” is added to the Agreements and reads as follow;

h. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The Parties each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

D. Effective Date. This Amendment shall be effective after execution by both Parties.

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in

full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Mary Alford, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
Isabel Yang
By: _____
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Print: Isabel Yang

Title: EVP, BI

Date: 6/21/2024 | 14:59:16 EDT

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

**SCHEDULE A
TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS
Agreement No. 13479 ("Agreement")
between
BI INCORPORATED ("BI")
and
ALACHUA COUNTY COURT SERVICES ("Agency")**

I. Spares Billing Deferment – N/A

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:

A. HG20|20 HOMEGUARD CELL

Service Type – Standard

HG20|20 HomeGuard Cell Unit Rental Charge: \$1.50 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: \$2.40 per Unit per day.

ADDITIONAL SERVICES:

- 1. HG20|20 HomeGuard Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of HG20|20 HomeGuard Cell Units equal to, but not to exceed, thirty percent 30% of that month’s average number of active HG20|20 HomeGuard Cell Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HG20|20 HomeGuard Cell Units in excess of the thirty percent 30% allowance, Agency will incur a \$1.50 charge per unit per day.
- 2. No HG20|20 HomeGuard 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 HG20|20 HomeGuard Cell Units.
- 3. Replacement Costs:** HG20|20 HomeGuard Cell Receiver - \$1,150.00 each; HG20|20 HomeGuard Cell Transmitter - \$350.00 each.
- 4. Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

B. TAD UNIT AND TAD PLUS CELLULAR

Service Type – Standard

TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:

TAD Monitoring Unit Rental Charge: \$2.95 per Unit per day from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$1.25 per Unit per day from BI inventory.
 TAD Alcohol Only Monitoring Service Charge: \$2.00 per Unit per Active Day.
 Total TAD Plus Cellular – Alcohol Only Charges: \$6.20 per Unit per day.

TAD PLUS CELLULAR – WITH RF MONITORING CHARGES:

TAD Monitoring Unit Rental Charge: \$2.95 per Unit per day from BI inventory.
 TAD Cellular HomeBase Unit Rental Surcharge: \$1.25 per Unit per day from BI inventory.
 TAD with RF Monitoring Service Charge: \$2.00 per Unit per Active Day.
 Total TAD Plus Cellular with RF Monitoring Charges: \$6.20 per Unit per day.

ADDITIONAL SERVICES:

1. **TAD Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of TAD units equal to, but not to exceed, thirty percent 30% 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 thirty percent 30% allowance, Agency will incur a \$2.95 charge per unit per day.
2. **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.
3. **Replacement Costs:** TAD Unit - \$1,000.00 each; HomeBase (non-cellular) - \$1,000.00 each.
TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.
4. **TAD Cellular HomeBase No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of TAD Cellular HomeBases equal to, but not to exceed, thirty percent 30% of that month’s average number of active TAD Cellular Homebases per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the ___ thirty percent 30% allowance, Agency will incur a \$1.25 charge per unit per day.
5. **No TAD Cellular HomeBase 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 HomeBases.
6. **Replacement Cost:** TAD Cellular HomeBase - \$1,240.00 each.
7. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

C. SL3 UNIT

Service Type – Standard

SL3 Unit Rental Charge: \$1.35 per day per Unit from BI inventory.
SL3 Unit Monitoring Service Charge: \$2.60 per Unit per Active Day.
Total SL3 Unit Charges: \$3.95 per Unit per day.

ADDITIONAL SERVICES:

1. **SL3 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL3 Units equal to, but not to exceed, thirty percent 30% 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 SL3 Units in excess of the thirty percent 30% spares allowance, Agency will incur a \$1.35 charge per unit per day.
2. **No SL3 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 SL3 Units.
3. **Replacement Cost:** SL3 Unit - \$600.00 each.
4. **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.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

D. LOC8 XT UNIT

Service Type –Standard

LOC8 XT Component Rental Charge: \$1.45 per day per Unit from BI inventory.

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

GPS Collection Rate once (1) 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 Monitoring Service Charge: \$1.35 per Unit per Active Day.

Total LOC8 XT Charges: \$2.80 per Unit per day.

ADDITIONAL SERVICES:

1. **LOC8 XT Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive LOC8 XT Units equal to, but not to exceed, thirty percent 30% 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 LOC8 XT Units in excess of the thirty percent 30% spares allowance, Agency will incur a \$1.45 charge per unit per day.
2. **No LOC8 XT 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 LOC8 XT Units.
3. **Replacement Costs:** LOC8 XT Tracking Unit - \$1,560.00 each; LOC8 XT Beacon & Charger Combo - \$250.00 each.
4. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

E. BI SMARTLINK™

BI SmartLINK™ is a Software Application designed to be installed on a Client's mobile device. It provides clients with supervision-related tools such as a calendar and access to community resource

information. Clients can also be required to use the application's check-in capability to verify identity and location through fixed or random check-ins using biometric technology. The application's self-report module allows clients to periodically report their status. The application's modular design allows officers to control what functionality and information is delivered to the Client's mobile device from within BI TotalAccess®. **Requirements:** Apple iOS or Android (Operating System powered) smartphone.

BI SmartLINK™ with or without an EM Device:

	BI SmartLINK™ with a BI EM Device	BI SmartLINK™ without a BI EM Device
Number of Clients	Unlimited	1 - 1,000
BI SmartLINK™ Option - Connect	Free	\$0.25
BI SmartLINK™ Option - Report	\$0.25	\$0.50
BI SmartLINK™ Option - Verify	\$0.50	\$0.75
Video Conference (<i>streamed</i>) per event	\$0.35	\$0.35

Included Modules in each Option		
Option – Connect	Option – Report	Option – Verify
01. My Info	01. My Info	01. My Info
02. Calendar	02. Calendar	02. Calendar
03. My Documents	03. My Documents	03. My Documents
04. Media	04. Media	04. Media
05. Resources	05. Resources	05. Resources
06. Messaging	06. Messaging	06. Messaging
07. Video Conferencing*	07. Video Conferencing*	07. Video Conferencing*
	08. Client Submitted Schedules & Information	08. Client Submitted Schedules & Information
	09. Self-Report (<i>no biometrics</i>)	09. Facial Biometric Check-in
		10. Self-Report (<i>with biometrics</i>)

*Use of Video Conferencing feature will incur an additional charge of \$0.35 per conference, up to 15 minutes.

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.