

SEVENTH AMENDATORY AGREEMENT

THIS SEVENTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as "City," and **B.I. INCORPORATED**, a Colorado corporation with its principal place of business at 6400 Lookout Road, Boulder, CO 80301, (the "Contractor" or "BI") collectively referred to as (the "Parties").

WITNESSETH:

WHEREAS, The Parties entered into an Agreement dated July 20, 2004 and amendments thereto on June 20, 2006, June 19, 2007, June 10, 2008, June 23, 2009, September 22, 2009 and March 16, 2010 (the "Agreement") for the Contractor to provide services and equipment necessary for the City's electronic monitoring program; and

WHEREAS, the Parties wish to amend the Agreement to update the pricing, amend the term, increase the compensation to the Contractor, and update other contract language as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth the Parties agree as follows:

1. The pricing of services and products is hereby amended and updated as it is described in the attached **Exhibit**.

2. Article 3 in the Agreement entitled "**TERM OF AGREEMENT**" is amended to read as follows:

"3. **TERM OF AGREEMENT**: The term of the Agreement shall commence on June 1, 2004 and shall terminate on May 31, 2013, unless terminated earlier pursuant to the terms and conditions set out herein."

3. Article 5 in the Agreement entitled "**PAYMENT**" is amended to read as follows:

"5. **PAYMENT**: The Contractor agrees to accept, and the City agrees to pay, as full and complete compensation for provision of services and equipment as set out in this Agreement and previously attached Exhibits and attached **Exhibit** hereto of this Amendment together with purchase or rental of other equipment pursuant to Article 1., if any, a sum not to exceed **Three Million Five Hundred Seventy Five Thousand Dollars (\$3,575,000.00)**, payable on a monthly basis during the term hereof, on the basis of complete and satisfactory

invoices from the Contractor received and approved by the City. Payment of invoices by the City shall be subject to the operation of, and may accrue interest under, the City's Prompt Payment Ordinance. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement and encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor understands and agrees that all of the amount of **Three Million Five Hundred Seventy Five Thousand Dollars (\$3,575,000.00)** stated above is not presently or currently appropriated or encumbered for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The City will immediately notify the Contractor in the event that funds sufficient to pay current billings of the Contractor under the Agreement have not been appropriated, encumbered or paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the City."

4. A new paragraph numbered 31 is hereby added to the Agreement reading as follows:

31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

EXHIBIT A-4 – PRICING SUMMARY

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Contract with CCD - Pricing Summary for Contract May, 2011

Technology	Price per unit per day for rental and monitoring	Spares	Per unit per day charge if above spare allowance	Lost and Damaged Allowance (including strap, cords, and other consumables)
HG 200	\$1.93	30%	\$1.19	Unlimited at no cost
HG 206	\$3.84 (1 to 50) \$3.75 (51 to 75) \$3.60 (76+)	13	\$3.10	Unlimited at no cost
Sobriotor	\$2.95	20%	\$1.65	Unlimited at no cost
TAD alcohol only	\$7.00	3 (1 to 30) 7 (31 to 60) 10 (61 to 90)	\$4.85	Unlimited at no cost
TAD w RF	\$8.00			
Cellular HomeBase for use with TAD	\$1.37	3 (1 to 30) 7 (31 to 60) 10 (61 to 90)	\$1.37	Unlimited at no cost
(Total Daily Rate: TAD cell alcohol only	(\$8.37)			
TAD Cell w RF)	(\$9.37)			
ET 1 - 1.30.zx service plan	\$5.70 (1.30.zx)	18	\$3.95	Unlimited at no cost
ET 1 - 1.30.zx and 30 minute AFLT service plan	\$5.95 (1.30.zx and AFLT)			
ET Passive	\$4.85	6	\$3.49	Unlimited at no cost

All additional straps, charging cords and other consumables are at no cost to the City and County of Denver. BI will coordinate and pay for the cost of shipping equipment and other supplies to and from the City and County of Denver.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: CE42058

Vendor Name: BI Incorporated

By: Michael E. Hankerd

Name: Michael E. Hankerd
Corporate Controller
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: Cheryl Ward

Name: Cheryl Ward
(please print)

Title: Contracts Ass't
(please print)



Contract Control Number: CE42058

Vendor Name: BI Incorporated

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____

By _____

