

**EIGHTH AMENDATORY AGREEMENT**

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

**WITNESSETH:**

WHEREAS, the Parties entered into an Agreement dated July 20, 2004 and amended the Agreement on June 20, 2006, June 19, 2007, June 10, 2008, June 23, 2009 , September 22, 2009, March 16, 2010 and August 4, 2011 (the “Agreement”) for the Contractor to provide services and equipment necessary for the City’s electronic monitoring program; and

WHEREAS, the Parties desire to amend the Agreement to extend the term, update the pricing, and to increase the compensation to the Contractor.

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

1. Article 3 of 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 December 1, 2013, unless terminated earlier pursuant to the terms and conditions set out herein.”

2. Article 5 of 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 set forth in the Agreement and the updated pricing set forth on Exhibit A-5, attached hereto and incorporated herein by this reference, and previously attached Exhibits to the Agreement, together with the purchase or rental of other equipment pursuant to Article 1., if any, a sum not to exceed **THREE MILLION NINE HUNDRED NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$3,995,000.00)**, 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 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 NINE HUNDRED NINETY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$3,995,000.00)** is not presently or currently appropriated or encumbered for the purpose of this Agreement and is not currently paid into the Treasury of the City. The City will, within a reasonable amount of time, 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."

3. This Eighth Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.
4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**(SIGNATURE PAGES TO FOLLOW)**

Contract Control Number: SAFTY-CE42058-09

Contractor Name: B I INC BEHAVIORAL INTERVENTIONS

By:  \_\_\_\_\_

Name: Michael Pham's  
(please print)

Title: Asst. Controller  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Contract Control Number: SAFTY-CE42058-09

Contractor Name: B I INC BEHAVIORAL INTERVENTIONS

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Exhibit A-5

(Exhibit on Following Page)

Pricing for 6 month contract extension between City and County of Denver and BI,  
 April 2013

Technology	Price per unit per day for rental and monitoring	Spares	Per unit per day if above spare allowance	Lost and Damaged Allowance
HG 200	\$1.93	30%	\$1.19	Unlimited at no cost
HG 206	\$3.75	16	\$3.10	Unlimited at no cost
Sobrietor	\$2.95	20%	\$1.65	Unlimited at no cost
TAD alcohol only	\$7.00	3	\$4.85	Unlimited at no cost
TAD with RF	\$8.00			
Cellular Homebase for use with TAD	\$1.37	3	\$1.37	Unlimited at no cost
ET 1 – 1.720 (does not call in when zone crossing)	\$4.95	21	\$3.95	Unlimited at no cost
ET 1 – 1.30.zx service plan	\$5.70			
ET1 – 1.30.zx and 30 minute AFLT service plan	\$5.95			

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