

SECOND AMENDATORY AGREEMENT

THIS SECOND 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 located at 6265 Gunbarrel Avenue, Suite B, Boulder, Colorado 80301, ("Contractor" or "BI"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated March 17, 2014 and an amendment dated June 22, 2015 to perform electronic offender monitoring and related services for various City agencies ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to add a new equipment rate schedule, extend the term, and increase the maximum contract amount.

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

1. All references to "Exhibit B-1" in the Agreement shall be amended to read "Exhibit B-1 and Exhibit B-2, as applicable". The new equipment rate schedule marked as "Exhibit B-2" is attached hereto and incorporated by this reference.

2. That Article 2 of the Agreement entitled "TERM", is amended to read as follows:

"2. TERM: The term of the Agreement is from February 1, 2014 until January 31, 2019, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in Exhibit A has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("Term"). Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement."

2. That Article 3 of the Agreement entitled "COMPENSATION AND PAYMENT", subsection A entitled "Maximum Contract Amount" is amended to read as follows:

"A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in Exhibit A shall in no event exceed the sum of **FOUR MILLION TWO HUNDRED THOUSAND**



DOLLARS AND ZERO CENTS (\$4,200,000.00), unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.”

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: SAFTY-201314300-02

Contractor Name: BI INC BEHAVIORAL INTERVENTIONS

By: Ruth Skogame

Name: Ruth Skogame
(please print)

Title: VP Financial Planning
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: SAFTY-201314300-02

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:

Attorney for the City and County of
Denver

By _____

By _____

By _____



EXHIBIT B-2: CITY AND COUNTY OF DENVER/BI #201314300; AMEND #2

a. Active/Passive/ Hybrid GPS Tracking			
LOC8 Active (1.30.W5.C30 ZX)			
1 – 50 units	\$5.00	\$3.00	\$0.60
51 – 100 units	\$4.70	\$2.85	\$0.60
101 – 125 units	\$4.20	\$2.50	\$0.60
126 – 150 units	\$4.15	\$2.50	\$0.60
151 – 500 units	\$4.05	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Hybrid (1.30.W5.C0 ZX)			
1 – 50 units	\$4.90	\$3.00	\$0.60
51 – 100 units	\$4.60	\$2.85	\$0.60
101 – 125 units	\$4.20	\$2.50	\$0.60
126 – 150 units	\$4.15	\$2.50	\$0.60
151 – 500 units	\$4.05	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Passive (1.720.W5.C0 NZ)			
1 – 50 units	\$4.70	\$3.00	\$0.60
51 – 100 units	\$4.40	\$2.85	\$0.60
101 – 125 units	\$4.00	\$2.50	\$0.60
126 – 150 units	\$3.99	\$2.50	\$0.60
151 – 500 units	\$3.99	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Passive (1.720.W5.C0 ZX)			
1 – 50 units	\$4.75	\$3.00	\$0.60
51 – 100 units	\$4.45	\$2.85	\$0.60
101 – 125 units	\$4.05	\$2.50	\$0.60
126 – 150 units	\$3.99	\$2.50	\$0.60
151 – 500 units	\$3.99	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60
LOC8 Passive (1.240.W5.C0 ZX)			
1 – 50 units	\$4.80	\$3.00	\$0.60
51 – 100 units	\$4.50	\$2.85	\$0.60
101 – 125 units	\$4.10	\$2.50	\$0.60
126 – 150 units	\$4.05	\$2.50	\$0.60
151 – 500 units	\$3.99	\$2.50	\$0.60
500+ units	\$3.99	\$2.50	\$0.60

SmartLINK	
SmartLINK Package (Check-In, Self Report, Resources, Calendar)	
1 –150 units	\$1.00
151 – 500 units	\$0.95
500+ units	\$0.90
SmartLINK - Check-In Only (Facial Recognition)	
1 –150 units	\$0.46
151 – 500 units	\$0.44
500+ units	\$0.41
SmartLINK - Self Report Only	
1 –150 units	\$0.17
151 – 500 units	\$0.16
500+ units	\$0.15
SmartLINK - Resources Only	
1 –150 units	\$0.12
151 – 500 units	\$0.11
500+ units	\$0.11
SmartLINK - Calendar Only	
1 –150 units	\$0.40
151 – 500 units	\$0.38
500+ units	\$0.36

BI Analytics	
BI Analytics (Package 1)	
1 –150 units	\$0.35
151 – 500 units	\$0.30
500+ units	\$0.25
BI Analytics (Package 2)	
1 –150 units	\$0.25
151 – 500 units	\$0.24
500+ units	\$0.23

* L&D = Lost and Damaged units. This price is in addition to the Base Price.
This contract includes 20% spares and 0% L/D for all equipment types.