

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **B.I. INCORPORATED**, a Colorado Corporation, with a principle place of business address of 4955 Technology Way, Boca Raton, Florida, 33431 (the “Contractor”), jointly “the Parties” and individually a “Party.”

### RECITALS:

**A.** The Parties entered into an Agreement dated **February 3, 2022** to perform, and complete all of the services outlined in the Scope of Work (the “Agreement”) to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, rescind **paragraph - 23 No Employment of a Worker Without Authorization to Perform Work Under the Agreement**, and add **paragraph 48 - Compliance with Denver Wage Laws**.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

**1.** All references to “...**Exhibit B**...” in the Agreement shall be amended to read: “...**Exhibit B, and B-1**...” as applicable. **Exhibit B-1** is attached to this Amendatory Agreement and hereby incorporated by reference.

**2.** Paragraph 2 of the Agreement entitled “**TERM**:” is hereby deleted in its entirety and replaced with:

“**2. TERM**: The Agreement will commence on **February 1, 2022** and will expire on **January 31, 2027** (the “Term”). Subject to the Executive Director’s (as defined in Paragraph 3, below) 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 Director.”

**3.** Paragraph 5 section E. (1) of the Agreement entitled “**COMPENSATION AND METHOD OF PAYMENT**:” is hereby deleted in its entirety and replaced with:

“**5. COMPENSATION AND METHOD OF PAYMENT**:”

**E. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation under this Agreement will not exceed **THREE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,150,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement."

4. Paragraph 23 of the Agreement, entitled "**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**", is hereby deleted in its entirety and replaced with:

**"23. [RESCINDED.]"**

5. Paragraph 48 of the Agreement entitled "**PAYMENT OF CITY MINIMUM WAGE**" is hereby added:

**"48. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

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

7. This 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.

**Exhibit List**

**Exhibit B-1-Pricing**

**[SIGNATURE PAGES TO FOLLOW]**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

# -1: Pricing

Please find BI's pricing and replacement costs outlined in the tables below. Please note, all prices include unlimited access to BI TotalAccess, BI TotalAccess Mobile, and 24/7/365 customer support.

1. Equipment Lease Pricing for Denver County, CO - Department of Public Safety					
Equipment	Rental Cost per client per day	Monitoring Cost per client per day <sup>1</sup>	L/D Allowance	Shelf Allowance	Total Price Per client, per day
VeriWatch wrist-worn GPS	\$3.15	\$1.50	No L& D	10%	\$4.65
HomeGuard 20 20 Cell	\$1.95	\$0.90	Unlimited	30%	\$2.85
TAD Alcohol Only and TAD with RF	\$4.45	\$2.00	Unlimited	30%	\$6.45
TAD Plus Cellular – Alcohol Only and TAD Plus Cellular – With RF Monitoring: Cell Rental: \$1.20 per client per day	\$4.45	\$2.00	Unlimited	30%	\$7.65
SL3	\$2.50	\$2.35	Unlimited	30%	\$4.85
Loc8 XT	\$2.15	\$1.10	Unlimited	30%	\$3.25

2. SmartLINK Pricing for Denver County, CO – Department of Public Safety		
Equipment	BI SmartLINK with EM	BI SmartLINK without EM
<i>Number of Clients</i>	<i>Any</i>	<i>1-1,000</i>
SmartLINK Connect	Free	\$0.25
SmartLINK Report	\$0.25	\$0.50
SmartLINK Verify	\$0.50	\$0.75
Video Conference Streamed per event	\$0.35	\$0.35

**3. Replacement Costs for Denver County, CO – Department of Public Safety**

Equipment	Replacement Cost
BI VeriWatch	\$720.00

**\*At no point during the term of this agreement shall the budget exceed \$3,150,000.00**

**Contract Control Number:** SAFTY-202476479-01/SAFTY-202161198-01  
**Contractor Name:** B.I. 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:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

SAFTY-202476479-01/SAFTY-202161198-01  
B.I. INCORPORATED

By: Signed by:  
Isabel Yang  
15A870F7E0304B8...

Name: Isabel Yang  
(please print)

Title: EVP, BI  
(please print)

ATTEST: [if required]

By: Signed by:  
Steve Albertson  
892F3B30987D4C2...

Name: Steve Albertson  
(please print)

Title: Vice President, Finance  
(please print)