

**COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY" or "AGENCY", and BI Inc. (a wholly owned subsidiary of the GEO Group, Inc.), hereinafter referred to as the "CONTRACTOR" or "BI".

**WITNESSETH**

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its inmate electronic monitoring services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- |            |  |
|------------|--|
| Exhibit 1  | Electronic Monitoring Service Agreement No. 061020CH1 and Payment Terms        |
| Exhibit 2  | Payment Instructions   |
| Exhibit C  | Insurance Requirements   |
| Exhibit D  | Mendocino County ePayables Information   |
| Appendix A | Certification Regarding Debarment, Suspension and Other Responsibility Matters |

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through June 30, 2025.

The compensation payable to CONTRACTOR hereunder shall not exceed One Million Dollars (\$1,000,000 total / \$200,000 per year) for the five-year term of this Agreement. This Agreement may be extended on its same terms and conditions for three (3) additional periods not to exceed one (1) year each, upon written agreement by the CONTRACTOR and the COUNTY.

IN WITNESS WHEREOF

MCSO FISCAL REVIEW:

*ND 07/16/2020*

SHERIFF DATE

Budgeted:  Yes  No

Budget Unit: 2510

Line Item: 862189

Grant:  Yes  No

Grant No.: n/a

CONTRACTOR/COMPANY NAME

By: *Boch Skyejane* VP Date: 7/20/2020

NAME AND ADDRESS OF CONTRACTOR:

BI Inc.

6265 Gunbarrel Ave., Suite B, Boulder, CO

PH: 303-218-1000

EM:

By signing above, signatory warrants and represents that he/she executed this Agreement under authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: *John Haschak* JOHN HASCHAK  
BOARD OF SUPERVISORS

Date: AUG 06 2020

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Andrey Dene* Deputy  
**AUG 06 2020**

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Andrey Dene* Deputy  
**AUG 06 2020**

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
Acting County Counsel

By: *Brina Blanton* Deputy

Date: 07/16/2020

INSURANCE REVIEW:

By: *Carmel J. Angelo* Risk

Date: 07/16/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Darcie Amle* Deputy

**07/16/2020**  
Date: \_\_\_\_\_

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  EB No. 20-128  
Mendocino County Business License: Valid  Exempt  
Exempt Pursuant to MCC Section: \_\_\_\_\_

## EXHIBIT A

### ELECTRONIC MONITORING SERVICE AGREEMENT AGREEMENT NO. 061020CHI

This Electronic Monitoring Service Agreement ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and MENDOCINO COUNTY SHERIFF'S OFFICE ("Agency") with its principal place of business at 951 Low Gap Road, Ukiah, CA 95482. This Agreement is effective as of the date of the last signature below ("Effective Date"). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

1. **PURCHASE OF SERVICES.** Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Exhibit A and Exhibit B, attached hereto and incorporated herein.

#### 2. **MONITORING SERVICE**

2.1 **Description.** The "Monitoring Service" as set forth in Exhibit A and Exhibit B may include Equipment or Units, Software Applications, and/or access to BI's central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client's landline telephone service, which are subject to the telco terms and conditions.

2.2 **System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

#### 3. **BI's SERVICES**

##### 3.1 **Training.**

3.1.1 **Initial Training.** BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

3.1.2 **BI TotalAccess Training.** All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 **Additional Training.** Additional training is available subject to applicable service fees.

3.2 **Agency Support.** BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 **Rental Maintenance.** BI shall maintain the Equipment at its expense. Maintenance will be performed at BI's facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A and Exhibit B, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency's negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client's mishandling of Equipment. Shipment shall be in accordance with BI's Return Material Authorization (RMA) Policy described in subsection 4.5 below.

3.4 **Telecommunications Service.** Certain BI products require wireless telecommunications service ("Telco Service") in order to transmit voice and/or data from the device. BI products requiring wireless telecommunications service include BI ExacuTrack One (commonly referred to as "ET1"), BI HomeGuard 206 (commonly referred to as "HG206"), BI TAD Plus Cellular (commonly referred to as "TAD Cellular"), and SoberLink2 (commonly referred to as "SL2"). BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

BI Confidential

**3.5 Service Interruption.** The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

#### **4. EQUIPMENT AND UNITS**

**4.1 Supplied by BI.** All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Exhibit A and Exhibit B, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Exhibit A and Exhibit B, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A and Exhibit B.

**4.2 Supplied by Agency.** Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

**4.3 Inspection of Equipment.** Upon two (2) business days' prior notice, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting and observing its use, or conducting an inventory count.

**4.4 Freight.** BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

**4.5 Return Material Authorization (RMA) Policy.** Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, without an RMA number, or not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

#### **5. AGENCY'S OBLIGATIONS.**

**5.1** Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

**5.2** Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote

the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

## 6. COST OF SERVICES

**6.1 Unit Rental Charge.** If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A and Exhibit B, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

**6.2 Service Charge.** In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Exhibit A and Exhibit B.

**6.3 Payment Terms.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

**6.4 Taxes.** Except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

## 7. TERM, TERMINATION, RENEWAL

**7.1 Term.** The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein (collectively, the "Term").

**7.2 Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party. Notice of termination from Agency and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors.

**7.3 Notice.** Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

**7.4 Termination for Default.** This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

**7.5 Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter.

**7.6 Survival.** The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.

## 8. LIMITATION OF LIABILITY

**8.1** Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill its responsibilities set forth in this Agreement.

**8.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

**8.3 Limitation of Damages.** IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI'S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

**8.4 Acts.** IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

**8.5 Telecom.** Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

## **9. INDEMNIFICATION**

**9.1 Indemnification Obligation.** Each party shall indemnify, defend and hold harmless ("**Indemnifying Party**") the other party, and its affiliates, and their respective directors, officers, and employees (collectively, the "**Indemnified Party**"), from and against any third party claims, demands, investigations, suits, or causes of action, and all damages, fines, penalties, other costs and attorney's fees arising therefrom and in connection with the adjudication of the claims for which Indemnifying Party is required to defend the Indemnified Party, or any settlement of such claims (each, a "**Claim**") relating to or arising out of (i) the Indemnifying Party's breach of this Agreement; (ii) the gross negligence or willful misconduct of the Indemnifying Party; provided, however, Indemnifying Party's obligation to indemnify and defend as set forth above shall be reduced to the extent the Claim or portion thereof is caused by the Indemnified Party's gross negligence, willful misconduct or breach of this Agreement; or (iii) with respect to Agency as the Indemnifying Party, and all liability resulting from the acts committed by Clients and those persons subject to Agency's electronic monitoring program.

**9.2 Indemnification Process.** A party's obligations to indemnify the other party with respect to any Claim shall be conditioned upon the Indemnified Party: (i) providing the Indemnifying Party with prompt written notice of such Claim (provided that failure to provide such notice shall not relieve the Indemnifying Party from its obligations under this Section 9 unless the Indemnifying Party's ability to defend or settle the subject Claim has been materially prejudiced), (ii) permitting the Indemnifying Party to assume and solely control the defense of such Claim and all related settlement negotiations, with counsel chosen by the Indemnifying Party, and (iii) cooperating at the Indemnifying Party's request with the defense or settlement of such Claim, which cooperation shall include providing reasonable assistance and information at no cost to the Indemnifying Party. The Indemnifying Party may not settle any Claim unless the terms of the settlement include a full release of the Indemnified Party and does not involve any payment or performance by the Indemnified Party. The Indemnified Party shall have the right to approve any settlement, specifically including the right to review, for compliance with the foregoing condition. Nothing herein will restrict the right of a party to participate in a Claim through its own counsel and at its own expense.

## **10. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS**

**10.1 Intellectual Property.** As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive

property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

**10.2 Confidential Information.** Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

**10.3 Access.** BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

**10.4 Prohibited Use.** Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

**10.5 Restricted Access.** Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

**11. FORCE MAJEURE.** BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

## **12. GENERAL**

**12.1 Agreement.** Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

**12.2 Execution.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**12.3 Independent Contractor.** Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the

other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

**12.4 Compliance With Law.** Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

**13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws. All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California..

**14. ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

**15. DEFINITIONS.**

**15.1 "Active Unit"** means a Unit which is assigned to a Client and activated in TotalAccess.

**15.2 "Active Day"** means any day, or any portion thereof, in which there is an Active Unit.

**15.3 "Authorized Personnel"** means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

**15.4 "Client"** means a person subject to Agency's electronic monitoring program.

**15.5 "Confidential Information"** means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

**15.6 "Documentation"** means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

**15.7 "Equipment" or "Unit"** means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

**15.8 "GPS"** means a global positioning system.

**15.9 "Software Application"** means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.

**15.10 "Supplies"** means straps, latches, batteries, and similar items for the Equipment.



IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

**BI INCORPORATED**

**MENDOCINO COUNTY SHERIFF'S OFFICE**

Signature *Ruth Skerjanec*

Signature *[Handwritten Signature]*

Printed Name Ruth Skerjanec

Printed Name *DARREN BREWSTER*

Printed Title VP

Printed Title *UNDER SHERIFF*

Date 7/20/2020

Date *07/16/2020*

**EXHIBIT A**

**MONITORING SERVICES WITH SELF-PAY OFFENDER SERVICES**

- I. **Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.
- II. **Lost & Damaged Equipment Billing** - See Attachment A to Exhibit A for annual lost and damage example.
- III. **Self-Pay Offender Service Charge** - Monitoring Service Charge includes \$0.30 per Unit per Active Day for Self-Pay Offender Services. If Agency elects to discontinue Self-Pay Offender Services, thirty (30) days prior written notification is required.
- IV. **Equipment; Services and Fees** - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

**A. HOMEGUARD 200 UNIT**

**Service Type – Standard**

<b>HomeGuard® 200 Unit Rental Charge:</b>	\$1.60 per day per Unit from BI inventory.
<b>HomeGuard 200 Monitoring Service Charge:</b>	\$1.30 per Unit per Active Day.
<b>Total HomeGuard 200 Unit Charge:</b>	\$2.90 per Unit per day.

**ADDITIONAL SERVICES:**

- 1. **HomeGuard 200 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 30% allowance, Agency will incur a \$1.60 charge per unit per day.
- 2. **Unlimited HomeGuard 200 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units.
- 3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.
- 4. **Self-Pay Offender Services:** Monthly, during the Term, Agency may designate clients as "Self Pay Offenders" and provide BI with a correct client mailing address and other information to enable BI to invoice such client for his/her individual monitoring cost during the month. BI can bill for the full, contractual agency daily rate or some other daily rate, designated for each offender. At the end of each month, BI will invoice Agency for all monitoring services provided for all clients during the month. BI will also invoice each individual Self Pay Offender for his/her own monitoring costs. The Self Pay Offender invoice will include the current monthly charges as well as any balance due. BI will accept money orders, cashiers' checks, and credit card payments from Self Pay Offenders. BI will not accept personal checks. BI will track Self Pay Offender balances. Any collections received in a month from Self Pay Offenders will be applied as a credit to reduce the amount of the Agency invoice in the same month. Agency is responsible for remitting to BI any balance due on the invoice within payment terms set forth in the Agreement. BI will include a roster with each Agency invoice detailing the Self Pay Offender charges, payments, and balances due. This will allow the Agency to reconcile the individual payments received to the Agency invoice and to take action, if desired, for clients that do not make payments. BI will continue to bill clients who have an outstanding balance due but are no longer being actively monitored while they are making payments. Inactive clients who stop making payments will be archived after 90 days and no longer appear on the monthly roster. If the client resumes making payments, then monthly billing will resume and these clients will be added back to the roster. Clients may make payments via an online portal at any time of day without needing to contact BI staff. Notwithstanding anything to the contrary in this Agreement, Agency is fully responsible and liable for all amounts due under this Agreement, including any amounts not paid by self-pay Offenders.

**B. HOMEGUARD 206 UNIT**

**Service Type – Standard**

<b>HG206 HomeGuard Digital Cell Unit Rental Charge:</b>	\$2.50 per day per Unit from BI inventory.
<b>HG206 HomeGuard Digital Cell Monitoring Service Charge:</b>	\$1.30 per Unit per Active Day.
<b>Total HG206 HomeGuard Digital Cell Unit Charge:</b>	\$3.80 per Unit per day.

**ADDITIONAL SERVICES:**

1. **HG206 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive HG206 HomeGuard Digital Cell 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 HG206 HomeGuard Digital Cell Units in excess of the 30% spares allowance, Agency will incur a \$3.60 charge per unit per day.
2. **Unlimited HomeGuard 206 Digital Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 206 Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.
4. **Self-Pay Offender Services:** Monthly, during the Term, Agency may designate clients as "Self Pay Offenders" and provide BI with a correct client mailing address and other information to enable BI to invoice such client for his/her individual monitoring cost during the month. BI can bill for the full, contractual agency daily rate or some other daily rate, designated for each offender. At the end of each month, BI will invoice Agency for all monitoring services provided for all clients during the month. BI will also invoice each individual Self Pay Offender for his/her own monitoring costs. The Self Pay Offender invoice will include the current monthly charges as well as any balance due. BI will accept money orders, cashiers' checks, and credit card payments from Self Pay Offenders. BI will not accept personal checks. BI will track Self Pay Offender balances. Any collections received in a month from Self Pay Offenders will be applied as a credit to reduce the amount of the Agency invoice in the same month. Agency is responsible for remitting to BI any balance due on the invoice within payment terms set forth in the Agreement. BI will include a roster with each Agency invoice detailing the Self Pay Offender charges, payments, and balances due. This will allow the Agency to reconcile the individual payments received to the Agency invoice and to take action, if desired, for clients that do not make payments. BI will continue to bill clients who have an outstanding balance due but are no longer being actively monitored while they are making payments. Inactive clients who stop making payments will be archived after 90 days and no longer appear on the monthly roster. If the client resumes making payments, then monthly billing will resume and these clients will be added back to the roster. Clients may make payments via an online portal at any time of day without needing to contact BI staff. Notwithstanding anything to the contrary in this Agreement, Agency is fully responsible and liable for all amounts due under this Agreement, including any amounts not paid by self-pay Offenders.

**C. HOMEGUARD 20/20 UNIT**

**Service Type – Standard**

<b>HG20/20 HomeGuard Digital Cell Unit Rental Charge:</b>	\$2.50 per day per Unit from BI inventory.
<b>HG20/20 HomeGuard Digital Cell Monitoring Service Charge:</b>	\$1.30 per Unit per Active Day.
<b>Total HG20/20 HomeGuard Digital Cell Unit Charge:</b>	\$3.80 per Unit per day.

**ADDITIONAL SERVICES:**

1. **HG20/20 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive HG20/20 HomeGuard Digital Cell 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 HG20/20 HomeGuard Digital Cell Units in excess of the 30% spares allowance, Agency will incur a \$2.50 charge per unit per day.

2. **Unlimited HomeGuard 20/20 Digital Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 20/20 Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.
4. **Self-Pay Offender Services:** Monthly, during the Term, Agency may designate clients as "Self Pay Offenders" and provide BI with a correct client mailing address and other information to enable BI to invoice such client for his/her individual monitoring cost during the month. BI can bill for the full, contractual agency daily rate or some other daily rate, designated for each offender. At the end of each month, BI will invoice Agency for all monitoring services provided for all clients during the month. BI will also invoice each individual Self Pay Offender for his/her own monitoring costs. The Self Pay Offender invoice will include the current monthly charges as well as any balance due. BI will accept money orders, cashiers' checks, and credit card payments from Self Pay Offenders. BI will not accept personal checks. BI will track Self Pay Offender balances. Any collections received in a month from Self Pay Offenders will be applied as a credit to reduce the amount of the Agency invoice in the same month. Agency is responsible for remitting to BI any balance due on the invoice within payment terms set forth in the Agreement. BI will include a roster with each Agency invoice detailing the Self Pay Offender charges, payments, and balances due. This will allow the Agency to reconcile the individual payments received to the Agency invoice and to take action, if desired, for clients that do not make payments. BI will continue to bill clients who have an outstanding balance due but are no longer being actively monitored while they are making payments. Inactive clients who stop making payments will be archived after 90 days and no longer appear on the monthly roster. If the client resumes making payments, then monthly billing will resume and these clients will be added back to the roster. Clients may make payments via an online portal at any time of day without needing to contact BI staff. Notwithstanding anything to the contrary in this Agreement, Agency is fully responsible and liable for all amounts due under this Agreement, including any amounts not paid by self-pay Offenders.

**D. TAD UNIT TERMS AND CHARGES:**

**Service Type – Standard**

**TAD ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$5.60 per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.40 per Unit per Active Day.
Total TAD Alcohol Only Charge:	\$8.00 per Unit per day.

**TAD WITH RF CHARGES:**

TAD Monitoring Unit Rental Charge:	\$5.60 per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.40 per Unit per Active Day.
Total TAD with RF Charge:	\$8.00 per Unit per day.

**TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$5.60 per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.55 per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Unit Service Charge:	\$2.40 per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charge:	\$9.55 per Unit per day.

**TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:**

TAD Monitoring Unit Rental Charge:	\$5.60 per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.55 per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.40 per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charge:	\$9.55 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 30% allowance, Agency will incur a \$5.60 charge per unit per day.
2. **Unlimited TAD Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged TAD Equipment.
3. **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 30% allowance, Agency will incur a \$1.55 charge per unit per day.
4. **Unlimited Cellular HomeBase Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Equipment.
5. **Self-Pay Offender Services:** Monthly, during the Term, Agency may designate clients as "Self Pay Offenders" and provide BI with a correct client mailing address and other information to enable BI to invoice such client for his/her individual monitoring cost during the month. BI can bill for the full, contractual agency daily rate or some other daily rate, designated for each offender. At the end of each month, BI will invoice Agency for all monitoring services provided for all clients during the month. BI will also invoice each individual Self Pay Offender for his/her own monitoring costs. The Self Pay Offender invoice will include the current monthly charges as well as any balance due. BI will accept money orders, cashiers' checks, and credit card payments from Self Pay Offenders. BI will not accept personal checks. BI will track Self Pay Offender balances. Any collections received in a month from Self Pay Offenders will be applied as a credit to reduce the amount of the Agency invoice in the same month. Agency is responsible for remitting to BI any balance due on the invoice within payment terms set forth in the Agreement. BI will include a roster with each Agency invoice detailing the Self Pay Offender charges, payments, and balances due. This will allow the Agency to reconcile the individual payments received to the Agency invoice and to take action, if desired, for clients that do not make payments. BI will continue to bill clients who have an outstanding balance due but are no longer being actively monitored while they are making payments. Inactive clients who stop making payments will be archived after 90 days and no longer appear on the monthly roster. If the client resumes making payments, then monthly billing will resume and these clients will be added back to the roster. Clients may make payments via an online portal at any time of day without needing to contact BI staff. Notwithstanding anything to the contrary in this Agreement, Agency is fully responsible and liable for all amounts due under this Agreement, including any amounts not paid by self-pay Offenders.
6. **Reasonable Supplies:** BI will provide reasonable supplies for supply items.

**E. SL2 UNIT**

<b>SL2 Unit Rental Charge:</b>	\$3.60 per day per Unit from BI inventory.
<b>SL2 Unit Monitoring Service Charge:</b>	\$3.00 per Unit per Active Day.
<b>Total SL2 Unit Charge:</b>	\$6.60 per Unit per day.

**ADDITIONAL SERVICES:**

1. **SL2 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL2 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 SL2 Units in excess of the 30% spares allowance, Agency will incur a \$3.60 charge per unit per day.
2. **Unlimited SL2 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL2 Units.
3. **SL2 Telco Service Charge:** SL2 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL2 units which have not incurred data usage fees for at least 180 consecutive days.

4. **Self-Pay Offender Services:** Monthly, during the Term, Agency may designate clients as "Self Pay Offenders" and provide BI with a correct client mailing address and other information to enable BI to invoice such client for his/her individual monitoring cost during the month. BI can bill for the full, contractual agency daily rate or some other daily rate, designated for each offender. At the end of each month, BI will invoice Agency for all monitoring services provided for all clients during the month. BI will also invoice each individual Self Pay Offender for his/her own monitoring costs. The Self Pay Offender invoice will include the current monthly charges as well as any balance due. BI will accept money orders, cashiers' checks, and credit card payments from Self Pay Offenders. BI will not accept personal checks. BI will track Self Pay Offender balances. Any collections received in a month from Self Pay Offenders will be applied as a credit to reduce the amount of the Agency invoice in the same month. Agency is responsible for remitting to BI any balance due on the invoice within payment terms set forth in the Agreement. BI will include a roster with each Agency invoice detailing the Self Pay Offender charges, payments, and balances due. This will allow the Agency to reconcile the individual payments received to the Agency invoice and to take action, if desired, for clients that do not make payments. BI will continue to bill clients who have an outstanding balance due but are no longer being actively monitored while they are making payments. Inactive clients who stop making payments will be archived after 90 days and no longer appear on the monthly roster. If the client resumes making payments, then monthly billing will resume and these clients will be added back to the roster. Clients may make payments via an online portal at any time of day without needing to contact BI staff. Notwithstanding anything to the contrary in this Agreement, Agency is fully responsible and liable for all amounts due under this Agreement, including any amounts not paid by self-pay Offenders.

#### F. SL3 UNIT

<b>SL3 Unit Rental Charge:</b>	\$3.60 per day per Unit from BI inventory.
<b>SL3 Unit Monitoring Service Charge:</b>	\$3.00 per Unit per Active Day.
<b>Total SL3 Unit Charge:</b>	\$6.60 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 30% spares allowance, Agency will incur a \$3.60 charge per unit per day.
2. **Unlimited SL2 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL2 Units.
3. **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.
4. **Self-Pay Offender Services:** Monthly, during the Term, Agency may designate clients as "Self Pay Offenders" and provide BI with a correct client mailing address and other information to enable BI to invoice such client for his/her individual monitoring cost during the month. BI can bill for the full, contractual agency daily rate or some other daily rate, designated for each offender. At the end of each month, BI will invoice Agency for all monitoring services provided for all clients during the month. BI will also invoice each individual Self Pay Offender for his/her own monitoring costs. The Self Pay Offender invoice will include the current monthly charges as well as any balance due. BI will accept money orders, cashiers' checks, and credit card payments from Self Pay Offenders. BI will not accept personal checks. BI will track Self Pay Offender balances. Any collections received in a month from Self Pay Offenders will be applied as a credit to reduce the amount of the Agency invoice in the same month. Agency is responsible for remitting to BI any balance due on the invoice within payment terms set forth in the Agreement. BI will include a roster with each Agency invoice detailing the Self Pay Offender charges, payments, and balances due. This will allow the Agency to reconcile the individual payments received to the Agency invoice and to take action, if desired, for clients that do not make payments. BI will continue to bill clients who have an outstanding balance due but are no longer being actively monitored while they are making payments. Inactive clients who stop making payments will be archived after 90 days and no longer appear on the monthly roster. If the client resumes making payments, then monthly billing will resume and these clients will be added back to the roster. Clients may make payments via an online portal at any time of day without needing to contact BI staff. Notwithstanding anything to the contrary in this Agreement, Agency is fully responsible and liable for all amounts due under this Agreement, including any amounts not paid by self-pay Offenders.

**G. LOC8 / LOC8 XT**

**Service Type – Standard**

**LOC8 Component Rental:** \$3.00 per day per Unit provided from BI inventory.

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

LOC8 - 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 1.30.W5.C30.ZX Service:** \$1.75 per day per Unit provided from BI inventory.

**LOC8 1.30.W5.C30.ZX Total:** \$4.75 (total of LOC8 Components and  
LOC8 1.30.W5.C30.ZX Service charges)

**OPTION B: LOC8 WITH 1.240.W5.C0.ZX SERVICE:**

LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 240 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 1.240.W5.C0.ZX Service:** \$1.75 per day per Unit provided from BI inventory.

**LOC8 1.240.W5.C0.ZX Total:** \$4.75 (total of LOC8 Components and  
LOC8 1.240.W5.C0.ZX Service charges)

**ADDITIONAL SERVICES:**

1. **LOC8 Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 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 Rental Charge while not in use). For any inactive LOC8 Units in excess of the 30% allowance, Agency will incur a \$3.00 charge per unit per day.
2. **Unlimited LOC8 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.
4. **Self-Pay Offender Services:** Monthly, during the Term, Agency may designate clients as "Self Pay Offenders" and provide BI with a correct client mailing address and other information to enable BI to invoice such client for his/her individual monitoring cost during the month. BI can bill for the full, contractual agency daily rate or some other daily rate, designated for each offender. At the end of each month, BI will invoice Agency for all monitoring services provided for all clients during the month. BI will also invoice each individual Self Pay Offender for his/her own monitoring costs. The Self Pay Offender invoice will include the current monthly charges as well as any balance due. BI will accept money orders, cashiers' checks, and credit card payments from Self Pay Offenders. BI will not accept personal checks. BI will track Self Pay Offender balances. Any collections received in a month from Self Pay Offenders will be applied as a credit to reduce the amount of the Agency invoice in the same month. Agency is responsible for remitting to BI any balance due on the invoice within payment terms set forth in the Agreement. BI will include a roster with each Agency invoice detailing the Self Pay Offender charges, payments, and balances due. This will allow the Agency to reconcile the individual payments received to the Agency invoice and to take action, if desired, for clients that do not make payments. BI will continue to bill clients who have an outstanding balance due but are no longer being actively monitored while they are making payments. Inactive clients who stop making

payments will be archived after 90 days and no longer appear on the monthly roster. If the client resumes making payments, then monthly billing will resume and these clients will be added back to the roster. Clients may make payments via an online portal at any time of day without needing to contact BI staff. Notwithstanding anything to the contrary in this Agreement, Agency is fully responsible and liable for all amounts due under this Agreement, including any amounts not paid by self-pay Offenders.

**H. 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:**

Number of Clients	SmartLINK™ with an EM Device	SmartLINK™ without an EM device		
	Any	0 - 1,000	1,001 - 9,999	10,000 +
SmartLINK™ Option A	Free	\$0.25	\$0.15	\$0.10
SmartLINK™ Option B	\$0.25	\$0.50	\$0.40	\$0.35
SmartLINK™ Option C	\$0.50	\$0.75	\$0.65	\$0.60
Video Conference ( <i>streamed</i> ) per event	\$0.35	\$0.35	\$0.35	\$0.35

Included Modules in each Option		
Option A	Option B	Option C
01. My Info	01. My Info	01. My Info
02. Calendar	02. Calendar	02. Calendar
03. My Docs ( <i>Q2</i> )	03. My Docs ( <i>Q2</i> )	03. My Docs ( <i>Q2</i> )
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>w/ biometrics</i> )

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



**EXHIBIT B**

**MONITORING SERVICES WITHOUT SELF-PAY OFFENDER SERVICES**

- V. Spares Billing Deferment – N/A
- VI. Lost & Damaged Equipment Billing - See Attachment A to Exhibit A for annual lost and damage example.
- VII. Self-Pay Offender Service Charge - If Agency elects to use Self-Pay Offender Services, thirty (30) days prior written notification is required.
- VIII. Equipment; Services and Fees - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

**A. HOMEGUARD 200 UNIT**

**Service Type – Standard**

<b>HomeGuard® 200 Unit Rental Charge:</b>	\$1.60 per day per Unit from BI inventory.
<b>HomeGuard 200 Monitoring Service Charge:</b>	\$1.00 per Unit per Active Day.
<b>Total HomeGuard 200 Unit Charge:</b>	\$2.60 per Unit per day.

**ADDITIONAL SERVICES:**

1. **HomeGuard 200 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of HomeGuard 200 Units equal to, but not to exceed, thirty percent (30%) of that month's average number of active HomeGuard 200 Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive HomeGuard 200 Units in excess of the 30% allowance, Agency will incur a \$1.60 charge per unit per day.
2. **Unlimited HomeGuard 200 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

**B. HOMEGUARD 206 UNIT**

**Service Type – Standard**

<b>HG206 HomeGuard Digital Cell Unit Rental Charge:</b>	\$2.50 per day per Unit from BI inventory.
<b>HG206 HomeGuard Digital Cell Monitoring Service Charge:</b>	\$1.00 per Unit per Active Day.
<b>Total HG206 HomeGuard Digital Cell Unit Charge:</b>	\$3.50 per Unit per day.

**ADDITIONAL SERVICES:**

1. **HG206 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive HG206 HomeGuard Digital Cell 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 HG206 HomeGuard Digital Cell Units in excess of the 30% spares allowance, Agency will incur a \$3.60 charge per unit per day.

2. **Unlimited HomeGuard 206 Digital Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 206 Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

**C. HOMEGUARD 20/20 UNIT**

**Service Type – Standard**

**HG20/20 HomeGuard Digital Cell Unit Rental Charge:** \$2.50 per day per Unit from BI inventory.

**HG20/20 HomeGuard Digital Cell Monitoring Service Charge:** \$1.00 per Unit per Active Day.

**Total HG20/20 HomeGuard Digital Cell Unit Charge:** \$3.50 per Unit per day.

**ADDITIONAL SERVICES:**

1. **HG20/20 HomeGuard Digital Cell Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive HG20/20 HomeGuard Digital Cell 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 HG20/20 HomeGuard Digital Cell Units in excess of the 30% spares allowance, Agency will incur a \$2.50 charge per unit per day.
2. **Unlimited HomeGuard 20/20 Digital Cell Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 20/20 Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

**D. TAD UNIT TERMS AND CHARGES:**

**Service Type – Standard**

**TAD ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge: \$5.60 per Unit per day from BI inventory.

TAD Alcohol Only Monitoring Service Charge: \$2.10 per Unit per Active Day.

Total TAD Alcohol Only Charge: \$7.70 per Unit per day.

**TAD WITH RF CHARGES:**

TAD Monitoring Unit Rental Charge: \$5.60 per Unit per day from BI inventory.

TAD with RF Monitoring Service Charge: \$2.10 per Unit per Active Day.

Total TAD with RF Charge: \$7.70 per Unit per day.

**TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge: \$5.60 per Unit per day from BI inventory.

TAD Cellular HomeBase Unit Rental Surcharge: \$1.55 per Unit per day from BI inventory.

TAD Alcohol Only Monitoring Unit Service Charge: \$2.10 per Unit per Active Day.

Total TAD Plus Cellular – Alcohol Only Charge: \$9.25 per Unit per day.

**TAD PLUS CELLULAR - WITH RF MONITORING CHARGES:**

TAD Monitoring Unit Rental Charge: \$5.60 per Unit per day from BI inventory.  
TAD Cellular HomeBase Unit Rental Surcharge: \$1.55 per Unit per day from BI inventory.  
TAD with RF Monitoring Service Charge: \$2.10 per Unit per Active Day.  
Total TAD Plus Cellular – with RF Monitoring Charge: \$9.25 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 30% allowance, Agency will incur a \$5.60 charge per unit per day.
2. **Unlimited TAD Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged TAD Equipment.
3. **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 30% allowance, Agency will incur a \$1.55 charge per unit per day.
4. **Unlimited Cellular HomeBase Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Equipment.
5. **Reasonable Supplies:** BI will provide reasonable supplies for supply items.

**E. SL2 UNIT**

**SL2 Unit Rental Charge:** \$3.60 per day per Unit from BI inventory.  
**SL2 Unit Monitoring Service Charge:** \$2.70 per Unit per Active Day.  
**Total SL2 Unit Charge:** \$6.30 per Unit per day.

**ADDITIONAL SERVICES:**

1. **SL2 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep a quantity of inactive SL2 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 SL2 Units in excess of the 30% spares allowance, Agency will incur a \$3.60 charge per unit per day.
2. **Unlimited SL2 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL2 Units.
3. **SL2 Teleo Service Charge:** SL2 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL2 units which have not incurred data usage fees for at least 180 consecutive days.

**F. SL3 UNIT**

**SL3 Unit Rental Charge:** \$3.60 per day per Unit from BI inventory.  
**SL3 Unit Monitoring Service Charge:** \$2.70 per Unit per Active Day.  
**Total SL3 Unit Charge:** \$6.30 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 30% spares allowance, Agency will incur a \$3.60 charge per unit per day.
2. **Unlimited SL2 Unit Loss or Damage:** BI will be responsible for all costs related to lost, stolen or damaged SL2 Units.
3. **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.

**G. LOC8 XT**

**Service Type – Standard**

**LOC8 Component Rental:** \$3.00 per day per Unit provided from BI inventory.

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

LOC8 - 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 1.30.W5.C30.ZX Service:** \$1.45 per day per Unit provided from BI inventory.

**LOC8 1.30.W5.C30.ZX Total:** \$4.45 (total of LOC8 Components and LOC8 1.30.W5.C30.ZX Service charges)

**OPTION B: LOC8 WITH 1.240.W5.C0.ZX SERVICE:**

LOC8 - GPS Collection Rate once 1 per minute, Data Transmission every 240 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 1.240.W5.C0.ZX Service:** \$1.45 per day per Unit provided from BI inventory.

**LOC8 1.240.W5.C0.ZX Total:** \$4.45 (total of LOC8 Components and LOC8 1.240.W5.C0.ZX Service charges)

**ADDITIONAL SERVICES:**

1. **LOC8 Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 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 Rental Charge while not in use). For any inactive LOC8 Units in excess of the 30% allowance, Agency will incur a \$3.00 charge per unit per day.
2. **Unlimited LOC8 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 Units.
3. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

**H. 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:**

Number of Clients	SmartLINK™ with an EM Device	SmartLINK™ without an EM device		
	Any	0 - 1,000	1,001 - 9,999	10,000 +
SmartLINK™ Option A	Free	\$0.25	\$0.15	\$0.10
SmartLINK™ Option B	\$0.25	\$0.50	\$0.40	\$0.35
SmartLINK™ Option C	\$0.50	\$0.75	\$0.65	\$0.60
Video Conference ( <i>streamed</i> ) per event	\$0.35	\$0.35	\$0.35	\$0.35

Included Modules in each Option		
Option A	Option B	Option C
01. My Info	01. My Info	01. My Info
02. Calendar	02. Calendar	02. Calendar
03. My Docs ( <i>Q2</i> )	03. My Docs ( <i>Q2</i> )	03. My Docs ( <i>Q2</i> )
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>w/ biometrics</i> )

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

# ATTACHMENT A



### Example:

**Assumptions for illustration purposes:**  
Customer has a 5% annual lost/damaged allowance on HomeGuard units.  
Customer's contract year runs from July 2015 through June 2016.

During the contract year the customer has reported the following equipment as lost.

1 HomeGuard Receiver  
Replacement cost = \$1,320.00 each  
Subtotal \$1,320.00

2 HomeGuard Transmitters  
Replacement cost = \$575.00 each  
Subtotal \$1,150.00

During the contract year the customer has reported the following equipment as damaged.

1 HomeGuard Receiver  
Repair cost = \$350.00  
Subtotal = \$350.00

Total lost and damaged equipment for the contract year was \$2,820.00

Active HomeGuard days for which the customer was billed were as follows:

July 2015 . . . . .	1050	Jan 2016.....	1125
Aug 2015 . . . . .	1035	Feb 2016.....	1070
Sep 2015 . . . . .	1020	Mar 2016.....	1032
Oct 2015 . . . . .	1005	Apr 2016.....	1016
Nov 2015 . . . . .	929	May 2016.....	903
Dec 2015 . . . . .	962	June 2016.....	910

Based on these assumptions, lost/damaged billing is calculated as follows:

- Total Active HomeGuard days for the year = 12,157
- $12,157 \text{ active units/day} \div 365 \text{ days} = 33.31$  average active units over the year
- Allowance = 5% so  $33.31 \times .05 = 1.67$  units allowed

Replacement cost for one complete HomeGuard unit = \$1,895.00  
•  $1.67 \text{ units allowed} \times \$1,895.00 = \$3,164.65$

Customer is allowed to lose HomeGuard equipment worth \$3,164.65 for this contract year.

- Actual lost/damaged equipment was \$2,820.00.
- Since the customer was within their allowance there is no lost/damaged billing for this contract year.

## BI LOST & DAMAGED EQUIPMENT BILLING

When a customer has an annual allowance for lost and damaged equipment it means they are allowed to lose or damage equipment up to that annual allowance without incurring any charges. A lost/damaged allowance may either be a fixed quantity of units (i.e. the customer is allowed to lose one unit per year without charge) or a percentage of the average active units for the customer over a year's time. A lost/damaged allowance is specific to one type of equipment, but customers may have allowances for several different equipment types.

Since the allowance is an annual one, lost and damaged billing is calculated at the end of the customer's contract year. (This may or may not coincide with the calendar year). Any equipment reported lost by the customer during the year is logged into a spreadsheet which will be available for review at billing time. Any equipment received back at BI in damaged condition is also logged in this spreadsheet, along with the repair cost. This information is accumulated until the end of the contract year, when billing occurs.

### Billing is calculated as follows:

Let's say that a customer has a 5% annual allowance on BI HomeGuard® units. This means the customer is allowed to lose up to 5% of their average active HomeGuard units over a year's time without being billed.

In order to determine the average active HomeGuard units, we will look back at the customer's HomeGuard usage for the 12-month period covered. We add up all Active HomeGuard days for those twelve months and divide by 365. This gives the average HomeGuard units over the year.

This number is multiplied by 5% which tells us how many units the customer is allowed to lose at no charge. We multiply this allowed number by the replacement cost for one complete HomeGuard to determine the dollar value of the allowance. (If the allowance is one fixed unit then the calculation is simpler since we can take the replacement cost for one unit.)

CBS staff will look at all of the lost and damaged equipment for the year in question. CBS will verify that each unit reported lost has not since been returned to BI. (If it has been returned to BI in good condition, it is removed from the lost spreadsheet without penalty to the customer. If it has been returned as damaged, it will no longer be logged with the full replacement cost, but rather the repair cost.) The total repair/replacement cost will be summed and this number compared to the dollar value of the allowance calculated above. The customer will be billed for any lost or damaged charges that exceed the allowance.

**Example to the left.**

**EXHIBIT 2**

**PAYMENT TERMS**

COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR will submit invoices addressed to:

Mendocino County  
Sheriff's Office  
951 Low Gap Road  
Ukiah, CA 95482  
Attn: Fiscal

OR

Email to: [MCSO-Accounting@mendocinocounty.org](mailto:MCSO-Accounting@mendocinocounty.org) CONTRACTOR will include their County vendor # and County contract # on each invoice.

2. Payments under this agreement shall not exceed One Million Dollars (\$1,000,000 total / \$200,000 per year) for the five-year term of this agreement

////////////////////////////////////[END OF PAYMENT TERMS]////////////////////////////////////

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

////////////////////////////////////[END OF INSURANCE REQUIREMENTS]////////////////////////////////////



## EXHIBIT D

### MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email [Auditorap@mendocinocounty.org](mailto:Auditorap@mendocinocounty.org).

Additional information regarding the Bank of America Program is also available at:

[http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm\\_mmc=sb-general-\\_vanity\\_-sg01vn000r\\_epayablesvendors-\\_na](http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general-_vanity_-sg01vn000r_epayablesvendors-_na)

**Appendix A**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

<u>Ruth Skerjanec</u> (Type Name)	<u>BI Inc.</u> (Organization Name)
<u>VP</u> (Title)	<u>6265 Gunbarrel Ave #B Boulder CO 80301</u> (Organization Address)
<u></u> (Signature)	<u>7/20/2020</u> (Date)