BOS AGREEMENT NO. 20-121-A1

AMENDMENT 1

Original Agreement No. County/Munis No. BOS-20-121 JA-B20-121

FIRST AMENDMENT TO COUNTY OF MENDOCINO AGREEMENT NO. BOS-20-121

This first Amendment to Agreement No. BOS-20-121 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **BI, Inc.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. BOS-20-121 was entered into on August 6, 2020, (the "Initial Agreement"); and

WHEREAS, the Initial Agreement and First Amendment are referred to as the Agreement; and

WHEREAS, upon execution of this document by COUNTY and CONTRACTOR, this first Amendment will become part of the Agreement and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from June 30, 2025, to June 30, 2026; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount by \$100,000 from \$1,000,000 to \$1,100,000.

NOW, THEREFORE, we agree as follows:

- 1. The termination date set out in the Agreement is hereby extended from June 30, 2025, to June 30, 2026.
- 2. The total contracted amount set out in the Agreement is hereby increased by \$100,000 from \$1,000,000 to \$1,100,000.
- 3. Exhibit A set out in the Agreement is hereby altered and a new Exhibit A is attached herein.
- 4. Exhibit B set out in the Agreement is hereby altered and a new Exhibit B is attached herein.
- 5. Exhibit 2, Payment Terms set out in the Agreement is hereby altered and a new Exhibit 2 is attached herein.

All other terms and conditions of the Agreement shall remain in full force and effect.

| IN WITNESS WHEREOF | |
|--|--|
| DEPARTMENT FISCAL REVIEW: | COL Signed by: MPANY NAME |
| By: John Magnan By: John Magnan (May 22, 2025 11:56 PDT) | By: Isabel Yang |
| DEPARTMENT HEAD | SIGNATURE Isabel Yang, EVP |
| Date: 05/22/2025 | Date: 5/29/2025 14:38:37 EDT |
| Budgeted: X Yes No | NAME AND ADDRESS OF CONTRACTOR: |
| Budget Unit: 2510 | BI, Inc. |
| Line Item: 862232 | PO Box 654409 6265 Gunbarrel Ave., Suite B |
| Org/Object Code: JA-862232 | |
| Grant: ☐ Yes ☒ No Grant No.: N/A | Dallas, TX 75265 Boulder, CO 80301 Ph: 303-218-1000 Em: mvicente@geogroup.com |
| COUNTY OF MENDOCINO By: Alm Haschak | hdcntrac@bi.com By signing above, signatory warrants and represents that he/she executed this Agreement in his/her |
| JOFIN HASCHAK, Chair BOARD OF SUPERVISORS | 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 |
| Date: 06/24/2025 | |
| ATTEST: DARCIE ANTLE, Clerk of said Board | COUNTY COUNSEL REVIEW: APPROVED AS TO FORM: |
| By: florage | |
| Deputy 06/24/2025 | By: Brina Blanton |
| I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been | Date: 05/21/2025 |
| made. | Date: 05/21/2025 |
| DARCIE ANTLE, Clerk of said Board | |
| By: | |
| INSURANCE REVIEW: | EXECUTIVE OFFICE/FISCAL REVIEW: |
| By: Risk Management | By: Nava Per- Deputy CEO or Designee |
| Date: 05/21/2025 | Deputy CLO of Designee Date: 05/21/2025 |

AMENDMENT NO. ONE

TO THE STANDARD SERVICES AGREEMENT FOR ELECTRONIC MONITORING SERVICES AGREEMENT NO. 20-121 ("Agreement") BETWEEN BI INCORPORATED ("BI") AND COUNTY OF MENDOCINO (Agency)

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree to amend the above-referenced Agreement as follows:

WHEREAS, the parties wish to:

- 1. Extend the term of the contract;
- 2. Increase the maximum amount; and
- 3. Replace Exhibits A and B.

NOW, THEREFORE, the parties hereto agree to the following:

- 1. Page 1 of the contract is amended by extending the term of the agreement from June 30, 2025 through June 30, 2026.
- 2. Page 23, paragraph 2 of Exhibit 2 of the contract is amended by increasing the contract amount by One Hundred Thousand Dollars (\$100,000.00).
- 3. Exhibits A and B are replaced in their entirety with new Exhibit A and Exhibit B which are attached hereto.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

| Signed by: [ED | COUNTY OF MENDOCINO | |
|---|--|--|
| Isabel Yang 795F9C1A85824B4 Signature | John Magnan John Magnan (Nay 22, 2025 11-66 PDIT) Signature | |
| Isabel Yang | John Magnan | |
| Printed Name | Printed Name | |
| Executive Vice President | Undersheriff | |
| Printed Title | Printed Title | |
| 5/29/2025 14:38:37 EDT | 05/22/2025 | |
| Date | Date | |

EXHIBIT A

MONITORING SERVICES WITH SELF-PAY OFFENDER SERVICES

Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

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.

Service - Standard Automated

A. BI HOMEGUARD® 200 UNIT

HomeGuard 200 Unit Rental Charge: \$1.60 per day per Unit from BI inventory.

HomeGuard 200 Monitoring Service Charge: \$1.30 per Unit per Active Day.

Total HomeGuard 200 Unit Charge: \$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 thirty percent (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.

B. BI HG20|20® HOMEGUARD CELL UNIT

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: \$1.30 per Unit per Active Day.

Total HG20|20 HomeGuard Digital Cell Unit Charge: \$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 thirty percent (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 HG20|20 HomeGuard Digital Cell Units.

C. BI TAD® UNIT AND TAD PLUS CELLULAR

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 Charges: \$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 Charges: | \$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 Service Charge: | \$2.40 | per Unit per Active Day. |
| Total TAD Plus Cellular - Alcohol Only Charges: | \$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 Charges: | \$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 thirty percent (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.

TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.

- 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 thirty percent (30%) allowance, Agency will incur a \$1.55 charge per unit per day.
- Unlimited Cellular HomeBase Loss or Damage: BI will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBase Equipment.

D. BI SL3® UNIT

| SL3 Unit Rental Charge: | \$3.60 | per day per Unit from BI inventory. |
|-------------------------------------|--------|-------------------------------------|
| SL3 Unit Monitoring Service Charge: | \$3.00 | per Unit per Active Day. |
| Total SL3 Unit Charge: | \$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 thirty percent (30%) spares allowance, Agency will incur a \$3.60 charge per unit per day.
- Unlimited SL3 Unit Loss or Damage: BI will be responsible for all costs related to lost, stolen or damaged SL3
 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.

E. BI LOC8® XT UNIT

LOC8 XT Component Rental Charge:

\$3.00 per day per Unit provided from BI inventory.

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

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 XT Monitoring Service Charge:

\$1.75 per Unit per Active Day.

Total LOC8 XT Charge:

\$4.75 per Unit per day.

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

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 XT Monitoring Service Charge:

\$1.75 per Unit per Active Day.

Total LOC8 XT Charge:

\$4.75 per Unit per day.

ADDITIONAL SERVICES:

- LOC8 XT Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a
 quantity of LOC8 XT 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 XT Units in excess of the thirty percent (30%) allowance, Agency will incur a \$3.00 charge per unit
 per day.
- 2. Unlimited LOC8 XT Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 XT Units.

Service includes reasonable disposable field supplies as required by Agency.

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. BISMARTLINK®

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:

| | BI SmartLINK with a BI EM Device | BI SmartLINK without a BI EM Device |
|---------------------------------------|----------------------------------|--|
| Number of Clients | Unlimited | 1 - 1,000 |
| BI SmartLINK Option - Connect | Free | \$0.25 |
| BI SmartLINK Option - Report | \$0.25 | \$0.50 |
| BI SmartLINK Option - Verify | \$0.50 | \$0.75 |
| Video Conference (streamed) per event | \$0.35 | \$0.35 |

| | Included Modules in each Option | |
|--|--|--|
| Option - Connect | Option – Report | Option - Verify |
| 01. Profile | 01. Profile | 01. Profile |
| 02. Calendar | 02. Calendar | 02. Calendar |
| 03. Documents | 03. Documents | 03. Documents |
| 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. VideoConferencing* |
| 08. Client Submitted Schedules & Information | 08. Client Submitted Schedules & Information | 08. Client Submitted Schedules & Information |
| | 09. Self-Report (no biometrics) | 09. Facial Biometric Check-in |
| | | 10. Self-Report (with biometrics) |

^{*}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

Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

 Sclf-Pay Offender Service Charge - If Agency elects to use Self-Pay Offender Services, thirty (30) days prior written notification is required.

Service - Standard Automated

A. HOMEGUARD 200 UNIT

HomeGuard 200 Unit Rental Charge: \$1.60 per day per Unit from BI inventory.

HomeGuard 200 Monitoring Service Charge: \$1.00 per Unit per Active Day.

Total HomeGuard 200 Unit Charge: \$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 thirty percent (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.

B. BI HG20|20 HOMEGUARD CELL UNIT

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 thirty percent (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 HG20|20 HomeGuard Digital Cell Units.

C. BI TAD UNIT AND TAD PLUS CELLULAR

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 Charges: \$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 Charges: | \$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 Service Charge: | \$2.10 | per Unit per Active Day. |
| Total TAD Plus Cellular - Alcohol Only Charges: | \$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 | |
| TAD with RF Monitoring Service Charge: | \$2.10 | per Unit per Active Day. |
| Total TAD Plus Cellular – with RF Monitoring Charges: | \$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 thirty percent (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.

TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.

- 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 thirty percent (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.

D. BISL3 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 thirty percent (30%) spares allowance, Agency will incur a \$3.60 charge per unit per day.
- Unlimited SL3 Unit Loss or Damage: BI will be responsible for all costs related to lost, stolen or damaged SL3
 Units.

3. SL3 Telco Service Charge: SL3 Units that are inactive continue to incur telecom fees. Bl 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.

E. BI LOC8 XT UNIT

LOC8 XT Component Rental Charge:

\$3.00

per day per Unit provided from BI inventory.

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

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 XT Monitoring Service Charge:

\$1.45 per Unit per Active Day.

Total LOC8 XT Charge:

\$4.45 per Unit per day.

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

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 XT Monitoring Service Charge:

\$1.45 per Unit per Active Day.

Total LOC8 XT Charge:

\$4.45 per Unit per day.

ADDITIONAL SERVICES:

- 1. LOC8 XT Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 XT 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 XT Units in excess of the thirty percent (30%) allowance, Agency will incur a \$3.00 charge per unit per day.
- 2. Unlimited LOC8 XT Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 XT Units.

Service includes reasonable disposable field supplies as required by Agency.

F. 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:

| | BI SmartLINK with a BI EM Device | BI SmartLINK without a BI EM Device |
|---------------------------------------|----------------------------------|--|
| Number of Clients | Unlimited | 1 - 1,000 |
| BI SmartLINK Option - Connect | Free | \$0.25 |
| BI SmartLINK Option - Report | \$0.25 | \$0.50 |
| BI SmartLINK Option - Verify | \$0.50 | \$0.75 |
| Video Conference (streamed) per event | \$0.35 | \$0.35 |

| Included Modules in each Option | | | |
|--|--|--|--|
| Option - Connect | Option – Report | Option – Verify | |
| 01. Profile | 01. Profile | 01. Profile | |
| 02. Calendar | 02. Calendar | 02. Calendar | |
| 03. Documents | 03. Documents | 03. Documents | |
| 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. VideoConferencing* | |
| 08. Client Submitted Schedules & Information | 08. Client Submitted Schedules & Information | 08. Client Submitted Schedules & Information | |
| | 09. Self-Report (no biometrics) | 09. Facial Biometric Check-in | |
| | | 10. Self-Report (with biometrics) | |

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

EXHIBIT 2

PAYMENT TERMS

COUNTY shall pay CONTRACTOR per the following instructions:

1. CONTRACTOR shall submit invoices addressed to:

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

or via email to: accounting@mendocinosheriff.org

2. Payments shall not exceed **One Million One Hundred Thousand Dollars (\$1,100,000)** for the term of this Agreement.

[END OF PAYMENT TERMS]