
MEMO

APPROVED
7/11/2022



DATE: July 1, 2022
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – BI Incorporated

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of Tulsa County on behalf of Tulsa County Court Services and BI Incorporated to procure an electronic monitoring program and maintenance of said program as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The July 11, 2022 BOCC meeting agenda.

CMF# 20221354

ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS

Agreement No. 062122MS1

This Electronic Monitoring Service Agreement – Omnia Partners ("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 BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA ON BEHALF OF TULSA COUNTY COURT SERVICES ("Agency") with its principal place of business at 500 S. Denver, Ste 300, Tulsa, OK 74103.

This Agreement outlines the responsibilities of each party relative to the operation of an electronic monitoring program.

This Agreement by the stated parties is effective as of the date of Agency’s signature and the earlier of either BI’s signature or implementation of services as provided herein (“Effective Date”).

WHEREAS, Agency has registered with National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners, Public Sector and/or Communities Program Management, LLC, d/b/a U.S. Communities (“Omnia Partners”) as a Participating Public Agency on Omnia Partners’ website or by executing a Master Intergovernmental Cooperative Purchasing Agreement; and

WHEREAS, Agency desires to procure products and services in accordance with the terms and conditions of the Master Agreement No. 2022118, dated May 2, 2022, by and between the City of Mesa, Arizona and BI (“Master Agreement”), a copy of which may be found on Omnia Partners website at www.omniapartners.com/publicsector; and

WHEREAS, Agency is authorized to enter into this Agreement by the laws and regulations to which Agency is subject.

NOW, THEREFORE, 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 as follows:

- 1. Terms and Conditions.** Except as specifically set forth herein, this Agreement is subject to the terms and conditions of the Master Agreement which is hereby incorporated herein. For the purposes of this Agreement, all references in the Master Agreement to the City of Mesa, Arizona or any of its divisions, departments, agencies or employees shall be read to be reference to Agency or its divisions, departments, agencies or employees.
- 2. Equipment and Services.** BI shall provide equipment and services requested hereunder in accordance with the Master Agreement, Exhibit A - Scope of Work.
- 3. Rates and Payment.** Agency shall pay the rates set forth in Schedule A which is attached hereto and hereby made a part of this Agreement. Payment shall be in accordance with the terms and conditions of the Master Agreement.
- 4. Term.** The term of this Agreement shall be from Effective Date through May 1, 2027 unless terminated by one of the parties in accordance with the termination provisions of the Master Agreement.

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

BI INCORPORATED


DocuSigned by:
 Signature Danna Coapland
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Danna Coapland
Printed Name

VP, Finance
Printed Title

6/29/2022
Date

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA ON BEHALF OF TULSA COUNTY COURT SERVICES

Signature 

Karen Keith
Printed Name

Chair, Board of County Commissioners
Printed Title

7/11/2022
Date

Approved as to form:
James G. Rea Digitally signed by James G. Rea
 Date: 2022.06.30 09:02:54 -05'00'
 Assistant District Attorney

Attest: 



SCHEDULE A

TO THE ELECTRONIC MONITORING SERVICE AGREEMENT – OMNIA PARTNERS
Agreement No. 062122MS1 ("Agreement")
between BI INCORPORATED ("BI") and BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF TULSA, OKLAHOMA
ON BEHALF OF TULSA COUNTY COURT SERVICES ("Agency")

Pursuant to Master Agreement No. 2022118, the cost to Agency for the services rendered by BI shall be as follows:

- I. **Spares Billing Deferment** – N/A
- II. **Lost & Damaged Equipment Billing** - See Attachment A to Exhibit A for annual lost and damage example.
- III. **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:

Service – Standard Automated

A. SL2 UNIT

SL2 Unit Rental Charge: \$1.50 per day per Unit from BI inventory

SL2 Unit Monitoring Service Charge: \$2.60 per Unit per Active Day

Total SL2 Unit Charge: \$4.10 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, 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 \$1.50 charge per unit per day.

2. **SL2 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged SL2 Units equal to, but not to exceed, 10% of the average daily total number of active SL2 Units in Agency’s possession. The replacement cost for a SL2 Unit in excess of the 10% allowance is \$800.00 each.

3. **SL2 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.

4. **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.

B. SL3 UNIT

SL3 Unit Rental Charge: \$1.50 per day per Unit from BI inventory

SL3 Unit Monitoring Service Charge: \$2.60 per Unit per Active Day

Total SL3 Unit Charge: \$ 4.10 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, 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 \$1.50 charge per unit per day.

2. SL3 Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged SL3 Units equal to, but not to exceed, 10% of the average daily total number of active SL3 Units in Agency's possession. The replacement cost for a SL3 Unit in excess of the 10% allowance is \$800.00 each.

3. SL3 Accessories: BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$15.00 each and chargers are \$10.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.

4. 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.

C. LOC8 / LOC8 XT

LOC8 / LOC8 XT Component Rental: \$1.60 per day per Unit provided from BI inventory.

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

LOC8 / LOC8 XT - GPS Collection Rate once every 1 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 / LOC8 XT 1.30.W5.C30.ZX Service: \$1.35 per day per Unit provided from BI inventory.

LOC8 / LOC8 XT 1.30.W5.C30.ZX Total: \$2.95 (total of LOC8 / LOC8 XT Components and LOC8 / LOC8 XT 1.30.W5.C30.ZX Service charges)

ADDITIONAL SERVICES:

1. LOC8 / LOC8 XT Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 / LOC8 XT units equal to, but not to exceed, 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 / LOC8 XT Units in excess of the 30% allowance, Agency will incur a \$1.60 charge per unit per day.

2. LOC8 / LOC8 XT Unit Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged LOC8 / LOC8 XT Units equal to, but not to exceed, 10% of the average daily total number of Units in Agency's possession. Agency will be responsible for all costs related to replacing lost, stolen or damaged LOC8 / LOC8 XT Equipment in excess of the 10% allowance.

3. Replacement costs: LOC8 Classic & LOC8 XT Tracking Unit - \$2,099.00 each; LOC8 Beacon (Classic Unit) - \$300.00 each; LOC8 XT Beacon & Charger Combo - \$300.00 each.

Additional Supplies: LOC8 (Classic Unit) Wall Charger - \$49.00 each; LOC8 Pod Battery - \$35.00 each. LOC8 XT Wall Charger - \$95.00; LOC8 XT Transfer Battery - \$95.00 each.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

D. 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 Connect	Free	\$0.25	\$0.15	\$0.10
SmartLINK™ Option Report	\$0.25	\$0.50	\$0.40	\$0.35
SmartLINK™ Option Verify	\$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 Connect	Option Report	Option Verify
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

ADDENDUM TO AGREEMENT

Notwithstanding any foregoing provision to the contrary, the parties understand and agree the term of this agreement shall be until the next ensuing June 30. The parties agree and understand that while the County may seek renewal of this agreement at the end of the contract term such renewal cannot be automatic. The parties further agree that each party has the right to renew this agreement for a successive one year term or for such shorter term as the parties agree with any amendments thereto, but such renewal shall not be effective until the contract has been approved by the Board of County Commissioners of the County of Tulsa (“BOCC”). The parties further agree that the County shall not incur any penalty for a failure by the BOCC to renew or extend this agreement.

Notwithstanding any foregoing provision to the contrary, the parties understand and agree that all prior and contemporaneous oral and written agreements shall be construed under the laws of the State of Oklahoma (without regard to conflict-of-law principles) and that they consent to the jurisdiction and venue of the Federal and State Courts in Tulsa County, Oklahoma.

Vendor

DocuSigned by:
Danna Coapland 6/29/2022
Title: VP, Finance Date

**Board of County Commissioners
of the County of Tulsa, Oklahoma**

Hayden Keith 7/11/2022
Title: Chairman Date

ATTEST:

Michelle Hill 7/11/2022
Title: County Clerk Date

APPROVED AS TO FORM:

James G. Rea Digitally signed by James G. Rea
Date: 2022.06.30 09:03:22 -05'00'
Title: Assistant District Attorney Date



ATTACHMENT A



BI Incorporated
Customer Business Services Department

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 active units/day ÷ 365 days = 33.31 average active units over the year
 • Allowance = 5% so 33.31 x .05 = 1.67 units allowed

Replacement cost for one complete HomeGuard unit = \$1,895.00
 • 1.67 units allowed x \$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.

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Danna Coapland
69E38D4866A74C5
Title: VP, Finance Date 6/29/2022

**Board of County Commissioners
of the County of Tulsa, Oklahoma**

Hayden Keith 7/11/2022
Title: Chairman Date

ATTEST:

Michelle Hill 7/11/2022
Title: County Clerk Date

[SEAL]



APPROVED AS TO FORM:

James G. Rea Digitally signed by James G. Rea
Date: 2022.06.30 09:03:39 -05'00'
Title: Assistant District Attorney Date