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# MEMO

APPROVED  
04/19/2021



DATE: April 13, 2021  
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 on behalf of Tulsa County Court Services and BI Incorporated for electronic monitoring services as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The April 19, 2021 BOCC meeting agenda.

CMF# 20210737

APPROVED  
04/19/2021

ELECTRONIC MONITORING SERVICE AGREEMENT – U.S. COMMUNITIES

Agreement No. 040121MV1

This Electronic Monitoring Service Agreement – U.S. Communities ("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 South Denver, Suite 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 July 1, 2021 ("Effective Date").

WHEREAS, Agency has registered with U.S. Communities Government Purchasing Alliance ("U.S. Communities") as a Participating Public Agency under the terms and conditions of the U.S. Communities 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. 201844994<sup>1</sup> by and between the City and County of Denver and BI which is located at the U.S. Communities website at uscommunities.org ("Master Agreement"); 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.
2. **Equipment and Services.** BI shall provide equipment and services as set forth in the Master Agreement, Exhibit A - Scope of Work, Technical Specifications and Warranty.
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 in accordance with the provisions stated in the Addendum attached hereto.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

<sup>1</sup> Also referred to as: SAFTY-201844994-00  
EMUSCTulsaCtyBOCC\_OK21

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

**BI INCORPORATED**


  
\_\_\_\_\_  
**Signature**

Danna Coapland  
**Printed Name**

VP, Finance  
**Printed Title**

04/12/2021  
**Date**

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

  
\_\_\_\_\_  
**Signature**

Stan Sallee  
**Printed Name**

Chair, Board of County Commissioners of the  
County of Tulsa, Oklahoma  
**Printed Title**

04/19/2021  
**Date**

**Approved as to form:**

James G. Rea  Digitally signed by James G. Rea  
Date: 2021.04.13 09:32:00 -05'00'  
Assistant District Attorney

**Attest:**

  
\_\_\_\_\_  
County Clerk



SCHEDULE A

TO THE  
ELECTRONIC MONITORING SERVICE AGREEMENT – U.S. COMMUNITIES  
Agreement No. 040121MV1 ("Agreement")

between  
BI INCORPORATED ("BI")  
and

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA  
ON BEHALF OF TULSA COUNTY COURT SERVICES ("Agency")

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Pursuant to Master Agreement No. 201844994, the cost to Agency for the services rendered by BI shall be as follows:

**Service – Standard Automated**

**A. SL2 UNIT**

<b>SL2 Unit Rental Charge:</b>	\$3.10 per day per Unit from BI inventory.
<b>SL2 Unit Monitoring Service Charge:</b>	\$2.60 per Unit per Active Day.
<b>Total SL2 Unit Charge:</b>	\$5.70 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 \$3.10 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.
- 3. Replacement Cost:** SL2 Unit - \$650.00 each
- 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. LOC8 / LOC8 XT UNIT**

**OPTION A: LOC8 / LOC8 XT WITH 1.30.W5.C0 ZX SERVICE:**

LOC8 / LOC8 XT - GPS Collection Rate once (1) per minute, Data Transmission every 30 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.

<b>LOC8 / LOC8 XT Component Rental:</b>	\$2.60 per day per Unit provided from BI inventory.
<b>LOC8 / LOC8 XT <u>1.30.W5.C0 ZX</u> Service:</b>	\$1.25 per day per Unit provided from BI inventory.
<b>LOC8 / LOC8 XT <u>1.30.W5.C0 ZX</u> Total:</b>	\$3.85 total of LOC8 / LOC8 XT Components and LOC8 / LOC8 XT <u>1.30.W5.C0 ZX</u> 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 \$2.60 charge per unit per day.
2. **LOC8 / LOC8 XT Unit No 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 / LOC8 XT Tracking Unit - \$1,950.00 each; LOC8 Beacon - \$250.00 each; LOC8 XT Beacon & Charger Combo - \$250.00 each

**C. 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.

	<b>BI SmartLINK™ with an EM Device</b>	<b>BI SmartLINK™ without an EM Device</b>
<b>Number of Clients</b>	<b>Unlimited</b>	<b>0 - 1,000</b>
<b>BI SmartLINK™ Option C</b>	<b>\$0.50</b>	<b>\$0.75</b>

<b>Included Modules in Option C</b>
01. My Info
02. Calendar
03. My Docs <i>(coming soon)</i>
04. Media
05. Resources
06. Messaging
07. Client Submitted Schedules & Information
08. Facial Biometric Check-in
09. Self-Report <i>(with biometrics)</i>

## **GENERAL TERMS:**

**Supplies:** All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related equipment necessary for proper operation shall be provided by BI at no additional cost, throughout the term of the contract. Install and deactivation tools/equipment shall be provided at no additional cost throughout the term of the contract.

**Training.** BI shall provide initial training, refresher training as needed, and weekly or ad hoc online training. BI shall provide training at no additional cost.

**Freight.** BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method.

**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.



Danna Coapland

Title: VP, Finance

BOARD of COUNTY COMMISSIONERS  
of the COUNTY of TULSA, OKLAHOMA



Title: Chairman

ATTEST:



Title: County Clerk

APPROVED AS TO FORM:

James G. Rea Digitally signed by James G. Rea  
Date: 2021.04.13 09:32:17 -05'00'

Title: Assistant District Attorney

[SEAL]

