

**SCOTT COUNTY JUVENILE DETENTION
AND DIVERSION PROGRAMS**

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MEMORANDUM

Date: 01/30/2019

To: Scott County Administration and Board of Supervisors

RE: Bi.com Contract (GPS ankle bracelets)

Description

Scott County Juvenile Detention and Diversion Programs begin operating the "Enhanced In-home Detention Program" utilizing GPS-enabled ankle bracelets in 2015. BI.com was the vendor selected to provide leasing for the ankle bracelets. The cost to lease the ET-1 ankle bracelet was a total of \$5.10 per day when in use and \$3.10 when not in use.

The program began with two ankle bracelets and has grown to utilizing six ankle bracelets every day. The total costs of using this service has grown from \$5,612 per year in 2015 to \$11,402 per year in 2018 due to increase in referrals from juvenile court.

This new contract lowers pricing to \$4.10 per day for the ET-1 unit. However, the new contract also covers a newer, more sophisticated unit (LOC8) for \$4.25 per day. The new LOC8 unit can run off of Wi-Fi systems and are more reliable than the ET-1 units which rely upon satellite services. I am recommending Scott County enter into the new contract and begin replacing the old units with the new LOC8 units for a lowered cost. This will decrease cost by approximately 17% while providing more advanced electronic equipment for staff to utilize.

Capital Costs- This program incurs no capital costs as it is provided in the Scott County Juvenile Diversion Programs space and in the community.

Offsetting Revenue

This program is cost neutral as on-going operating expenses for this program will be covered by an inter-governmental contract with Juvenile Court Service. They pay the daily fee to keep the bracelets in stock (currently \$3.10) as well as fund the service in quarter hour increments (\$10.06).

Jeremy Kaiser, Director

Scott County Juvenile Detention

ELECTRONIC MONITORING SERVICE AGREEMENT – U.S. COMMUNITIES

Agreement No. 012519CH3

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 SCOTT COUNTY JUVENILE DETENTION CENTER ("Agency") with its principal place of business at 500 W 4th Street, Davenport, IA 52801.

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 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. 201844994¹ 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 one year and shall automatically renew for additional one-year periods 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

SCOTT COUNTY JUVENILE DETENTION CENTER

Signature

Signature

Ruth Skerjanec

Printed Name

Printed Name

VP, Financial Planning

Printed Title

Printed Title

Date

Date

¹ Also referred to as: SAFTY-201844994-00

SCHEDULE A

TO THE
ELECTRONIC MONITORING SERVICE AGREEMENT – US COMMUNITIES
Agreement No. 012519CH3 ("Agreement")
between
BI INCORPORATED ("BI")
and
SCOTT COUNTY JUVENILE DETENTION CENTER ("Agency")

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

Service – Standard Automated

EXACUTRACK ONE WITH 1.30.A30 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, AFLT Collection every 30 minutes if needed, with Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$1.30	\$4.10
26 - 50	\$2.80	\$1.30	\$4.10
51 - 75	\$2.80	\$1.30	\$4.10
76 - 100	\$2.80	\$1.30	\$4.10
101 - 125	\$2.70	\$1.20	\$3.90
126 - 150	\$2.70	\$1.20	\$3.90
151 - 175	\$2.65	\$1.20	\$3.85
176 - 200	\$2.65	\$1.20	\$3.85
201 - 500	\$2.60	\$1.15	\$3.75
501+	\$2.60	\$1.15	\$3.80

ADDITIONAL SERVICES:

Thirty Percent (30%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking 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 ExacuTrack One Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

Unlimited ExacuTrack One Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack One Units.

EXACUTRACK ONE WITH 1.30.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 30 minutes, no AFLT, with Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$1.30	\$4.10
26 - 50	\$2.80	\$1.30	\$4.10
51 - 75	\$2.80	\$1.30	\$4.10
76 - 100	\$2.80	\$1.30	\$4.10
101 - 125	\$2.70	\$1.20	\$3.90
126 - 150	\$2.70	\$1.20	\$3.90
151 - 175	\$2.65	\$1.20	\$3.85
176 - 200	\$2.65	\$1.20	\$3.85
201 - 500	\$2.60	\$1.15	\$3.75
501+	\$2.60	\$1.15	\$3.75

ADDITIONAL SERVICES:

Thirty Percent (30%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking 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 ExacuTrack One Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

Unlimited ExacuTrack One Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack One Units.

EXACUTRACK ONE WITH 1.720.A0 NZ SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 720 minutes, no AFLT, no Zone Crossing Notification.

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.80	\$1.30	\$4.10
26 - 50	\$2.80	\$1.30	\$4.10
51 - 75	\$2.80	\$1.30	\$4.10
76 - 100	\$2.80	\$1.30	\$4.10
101 - 125	\$2.70	\$1.20	\$3.90
126 - 150	\$2.70	\$1.20	\$3.90
151 - 175	\$2.65	\$1.10	\$3.75
176 - 200	\$2.65	\$1.10	\$3.75
201 - 500	\$2.60	\$1.10	\$3.70
501+	\$2.60	\$1.10	\$3.70

ADDITIONAL SERVICES:

Thirty Percent (30%) ExacuTrack One Unit No-charge Spares: Each month during the term of the Agreement, Agency is entitled to keep a quantity of ExacuTrack One Tracking 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 ExacuTrack One Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

Unlimited ExacuTrack One Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged ExacuTrack One Units.

LOC8 SERVICE VOLUME PRICING AND ADDITIONAL SERVICES:

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**

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit/Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$2.90	\$1.35	\$4.25
26 - 50	\$2.90	\$1.35	\$4.25
51 - 75	\$2.90	\$1.35	\$4.25
76 - 100	\$2.90	\$1.35	\$4.25
101 - 125	\$2.80	\$1.25	\$4.05
126 - 150	\$2.80	\$1.25	\$4.05
151 - 175	\$2.80	\$1.25	\$4.05
176 - 200	\$2.80	\$1.25	\$4.05
201 - 500	\$2.75	\$1.10	\$3.85
501+	\$2.75	\$1.10	\$3.85

ADDITIONAL SERVICES:

Thirty Percent (30%) 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, 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 spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

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.

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.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 7, 2019

AUTHORIZATION TO SIGN CONTRACT FOR
GPS-ENABLED ANKLE BRACELETS

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the Scott County Juvenile Detention and Diversion Programs will enter into a contract with BI.com to receive leased, GPS-enabled ankle bracelets in order to operate the Enhanced In-Home Detention program. The contract is valid for one year and will automatically renew each year unless terminated by one of the parties.

Section 2. This resolution shall take effect immediately.