

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ADDENDUM TO
AGREEMENT**

This agreement is between the County of El Paso, a political subdivision of the State of Texas, on behalf of the El Paso County Juvenile Probation Department, hereinafter called "Customer", and BI Incorporated, a Colorado corporation authorized to do business in Texas, hereinafter called "BI". The following provisions are added to the extended warranty and support services agreement No. 082912CW1 by agreement of the parties. To the extent that any provisions in the main body of the agreement conflict with the provisions of this addendum, this addendum shall control.

- 1) In paragraph 9: General: Any reference to Customer paying any and all applicable state and local taxes that may be due from this Agreement is deleted and replaced with the following: Customer shall not be liable for any taxes as it is a tax exempt Political Subdivision of the State of Texas and its' Tax Identification Number is 746000762.
- 2) In paragraph 9: General: Any reference to late payment interest rate is deleted and replaced with the following: If a payment is not received by BI within 30 days after the due date, BI may charge the applicable interest rate under the Texas Prompt Pay Act, pursuant to Texas Government Code Chapter 2251.
- 3) In paragraph 9: General: With the exception of the following term, all remaining terms in the choice of law provisions of paragraph 9 shall remain in effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties execute this agreement on the _____ day of _____, 2012.

ATTEST:

THE COUNTY OF EL PASO

County Clerk

By _____
County Judge Veronica Escobar

Approved as to form:

BI Incorporated

Assistant County Attorney

By _____
Michael E. Hankerd
Corporate Controller
(Signor must have legal authority to bind corporation)

EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 082912CW1

This Agreement ("accrue Agreement") is made by and between BI INCORPORATED, a corporation organized under the laws of the State of Colorado, with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and EL PASO COUNTY with its principal place of business at 6400 Delta Drive, El Paso, TX 79905 (hereinafter "Customer").

WHEREAS, Customer has determined that a present need exists for the maintenance and support services contemplated herein, and

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

WHEREAS, Customer and BI agree that the terms and conditions of this Agreement apply to the services purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. EXTENDED WARRANTY AND SUPPORT SERVICES

Customer is entitled to receive those maintenance and support services as further described in the attached Warranty and Support Coverage sheet(s) (the "Coverage") for that equipment as set forth in Exhibit A (the "Equipment").

2. AGREEMENT TERM:	12 Months
3. EFFECTIVE DATES OF COVERAGE:	October 1, 2012 through September 30, 2013
4. TOTAL ANNUAL COST OF COVERAGE:	\$20,854.00
5. MONTHLY PAYMENT:	\$1,737.87 for the first month \$1,737.83 for the last 11 months
6. SCHEDULE OF COVERED EQUIPMENT:	See Exhibit A

7. DISPOSABLE SUPPLIES:

Customer is entitled to one (1) HG-2223 Anti-tamper strap and one (1) HG-2221 Male/female latch set for every quarterly interval (three month period) of the Term hereof and one (1) HG-2222 battery for every year of the Term hereof per Transmitter/Receiver Unit covered hereunder.

8. LIMITATION OF LIABILITY

BI's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether contract, warranty or tort (including negligence), shall be limited to the aggregate payments made hereunder that is the subject matter of or is directly related to the cause of action. The foregoing limitation will not apply to claims by third parties for personal injury or property damage arising out of the negligence of BI.

IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF USE OF THE EQUIPMENT, PERFORMANCE OF SERVICES PROVIDED UNDER THIS AGREEMENT, OR ARISING OUT OF CUSTOMER'S FAILURE TO PERFORM ANY OF ITS RESPONSIBILITIES HEREUNDER. IT WILL BE CUSTOMER'S RESPONSIBILITY TO ADEQUATELY SAFEGUARD ITS DATA USED IN CONJUNCTION WITH EQUIPMENT.

9. GENERAL

Without the prior written consent of BI, Customer shall not assign or transfer this Agreement.

The entire Agreement between the parties with respect to the subject matter hereof is contained in this Agreement. There are no understandings, representations or warranties expressed or implied, not specified herein, respecting this Agreement or the services furnished hereunder. BI shall not be liable for any failure or any delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause beyond its control. Any pre-printed terms and conditions of any purchase order issued in connection with this Agreement

or maintenance service of the Equipment shall be superseded by the terms and conditions of this Agreement and of no force and effect. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Such termination will require a written notice as described herein.

Customer shall pay any and all applicable state and local taxes that may be due from this Agreement.

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. Customer agrees that BI may withhold Coverage services to Customer if Customer's account with BI is delinquent.

This Agreement shall not be deemed or construed to be modified or amended, in whole or in part, except by written amendment signed by the parties hereto.

Either party may cancel this Agreement at any time, without cause, with thirty (30) days prior written notice.

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of this Agreement. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for non-payment, more than two years from the date payment was due.

Customer has read this Agreement and understands that the terms and conditions apply fully to all documents made a part of this Agreement and acknowledges that it understands and is bound by this Agreement.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of Customer.

BI INCORPORATED

EL PASO COUNTY

By: _____ Dated _____
(Authorized Signature)

By: _____ Dated _____
(Authorized Signature)

Michael Pharris
(Print or type name)

(Print or type name)

Assistant Controller
(Title)

(Title)

EXHIBIT A
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 082912CW1 ("Agreement")
between
BI INCORPORATED ("BI")
and
EL PASO COUNTY ("Customer")

Quantity	Model	Serial #'s	Annual Unit Cost	Coverage Start Date	Coverage Expiration Date	Annual Cost of Coverage
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HOST COMPUTER AND PERIPHERALS COVERAGE - The Coverage for the following Equipment is as set forth on the BI K2/Guardserver Software License, Warranty and Support sheet which is attached hereto and made a part hereof.

COMPUTER HARDWARE COVERAGE:

1	GS-200	N/A	\$10,725.00	10/01/2012	09/30/2013	\$10,725.00
1	HP Laser Printer & Cables	N/A	\$153.00	10/01/2012	09/30/2013	\$153.00

FIELD EQUIPMENT - The Coverage for the following Equipment is as set forth on the BI Home Escort - Field Equipment Warranty and Support sheet which is attached hereto and made a part hereof.

95	HG200	See Exhibit B	\$104.00	10/01/2012	09/30/2013	\$9,880.00
1	HG-2220 Drive-BI	See Exhibit B	\$96.00	10/01/2012	09/30/2013	\$96.00

Total Maintenance Cost for Term Specified: \$20,854.00

EXHIBIT B
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 082912CW1 ("Agreement")
between
BI INCORPORATED ("BI")
and
EL PASO COUNTY ("Customer")

SERIAL NUMBERS TO BE PROVIDED BY AGENCY

EL PASO COUNTY #452

Extended Maintenance from 10/01/12 - 09/30/13

Homeguards

HGR230284
HGR230285
HGR230286
HGR230287
HGR230290
HGR230291
HGR230292
HGR230293
HGR230294
HGR230295
HGR230296
HGR230496
HGR230528
HGR230530
HGR230545
HGR230546
HGR230547
HGR230554
HGR230555
HGR230557
HGR230562
HGR230564
HGR230565
HGR230571
HGR230574
HGR230576
HGR230587
HGR230588
HGR230592
HGR232953
HGR232954
HGR232979
HGR232986
HGR233566
HGR233571
HGR233573
HGR233584

Transmitters

HGM9400886
HGM9410776
HGM9414456
HGM9414998
HGM9417152
HGM9418386
HGM9422456
HGM9428314
HGM9428453
HGM9435348
HGM9435349
HGM9435359
HGM9435437
HGM9435480
HGM9436235
HGM9444661
HGM9445005
HGM9445006
HGM9445347
HGM9445348
HGM9445353
HGM9445354
HGM9446364
HGM9446365
HGM9446740
HGM9446758
HGM9446760
HGM9446769
HGM9446770
HGM9446771
HGM9446772
HGM9446786
HGM9448174
HGM9448190
HGM9449380
HGM9449651
HGM9449686

Drive-BI Units

HGDB0023

Computer Hardware

1- GS-200
1- HP Laster Printer

HGR233613	HGM9449689
HGR233631	HGM9449690
HGR233646	HGM9449705
HGR233663	HGM9450031
HGR233696	HGM9450713
HGR233702	HGM9450900
HGR233847	HGM9450982
HGR233854	HGM9450985
HGR233861	HGM9450986
HGR233866	HGM9451028
HGR233870	HGM9451031
HGR233872	HGM9451037
HGR235935	HGM9451708
HGR235947	HGM9452219
HGR236061	HGM9452221
HGR236066	HGM9452224
HGR236087	HGM9452226
HGR236088	HGM9452349
HGR236089	HGM9452351
HGR236095	HGM9452357
HGR236150	HGM9452359
HGR236152	HGM9452758
HGR236155	HGM9452760
HGR236343	HGM9452915
HGR236349	HGM9452980
HGR236355	HGM9452981
HGR236389	HGM9452982
HGR236395	HGM9452990
HGR236481	HGM9452992
HGR236490	HGM9452994
HGR236491	HGM9452996
HGR236858	HGM9453186
HGR236862	HGM9453189
HGR237015	HGM9453192
HGR237016	HGM9453294
HGR237017	HGM9453613
HGR238676	HGM9454284
HGR238677	HGM9454285
HGR238701	HGM9455189
HGR238702	HGM9456928
HGR238703	HGM9457466
HGR238706	HGM9457468
HGR238707	HGS454235
HGR238708	HGS454247
HGR238710	HGS454255
HGR238804	HGS454261
HGR239157	HGS9304889
HGR239165	HGS9310904
HGR239167	HGS9310914
HGR239188	HGS9310917
HGR239209	HGS9310919
HGR239211	HGS9310922

HGR239212
HGR239274
HGR7030288
HGR7146105
HGR7146173
HGR232982

HGS9310923
HGS9310926
HGS9310980
HGS9311045
HGS9311387
HGS9312444

**HOME ESCORT™ - FIELD EQUIPMENT
WARRANTY AND SUPPORT COVERAGE**

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI Home Escort™ field equipment. For the purposes of this warranty, BI Home Escort™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Field Monitoring Device, (ii) Transmitter, (iii) Drive-BI Monitor and (v) Activator (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. 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 Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day 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, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

BI GUARDSERVER™
SOFTWARE LICENSE, WARRANTY AND SUPPORT

SOFTWARE LICENSE

The term Customer used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. BI GuardServer™ Software (the "Software") is licensed (not sold) to Customer from the initial shipment date on a perpetual basis unless otherwise terminated (the "License Term"). Software, whether developed by BI or any other party, include all or any part of: (i) all copies made by or for Customer, (ii) related supporting materials; and (iii) that portion of the Software which may be part of modifications or derivatives developed by or for Customer.

1. Use - During the License Term, BI grants Customer a personal, limited and non-exclusive license, with no right to sublicense, to use the Software. BI reserves the right to limit the use of the Software to a specific computer designated by product, model and serial number. Unless otherwise specified on or within the Software or its container(s), Customer may not, except for archive purposes: (i) distribute, sublicense or copy any portion of the Software, (ii) modify, decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software, (iii) transfer the Software and license to another party, (iv) prepare derivative works from the Software, (v) transmit the Software electronically by any means, or (vi) use the Software in multiple computer or multiple user arrangements unless that use is covered by individual license for each computer or user. Other rights, restrictions or declarations pertaining to the Software may be specified on or within Software Products or their container(s).

2. General - Customer agrees that the Software belongs to BI or BI's suppliers and it shall keep confidential and use its best efforts to prevent and protect the contents of the Software and any manuals for the Software from unauthorized disclosure or use. Customer's license(s) terminates for the Software, (i) upon Customer's termination of an Equipment Schedule which includes the Software, (ii) if when the Software is furnished for use on specified equipment, then when Customer no longer has possession of that equipment; or (iii) if Customer fails to comply with the license terms and conditions. Upon termination of the license, Customer agrees to either (i) promptly and without demand return the Software to BI, or (ii) destroy any and all copies of the Software.

3. Limitation of Liability - IN NO EVENT WILL BI INCORPORATED BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF BI INCORPORATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall BI Incorporated's liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the license fee charged by BI Incorporated.

WARRANTY

1. General - The hardware of the BI GuardServer™, which includes the CPU, terminal/monitor, keyboard, printer, UPS modems, and cables (the "Equipment"), is warranted to be free from all liens, claims and encumbrances. The manufacturer's warranties and underlying service, if any, are conveyed to Customer through BI. Customer will be responsible for the proper use, management and supervision of the Equipment and the Software. BI makes no representations or warranties on the Equipment, except that the Equipment, when operating in accordance with the manufacturer's specifications, is compatible with the Software.

2. Customer Responsibilities - Customer assumes the performance of the following responsibilities with regard to the BI GuardServer™ host computer system: (a) assure and maintain proper electrical service meeting specifications on all Equipment; (b) keep site clean and free of dust and moisture; (c) change all supplies as needed; (d) keep area around Equipment free from any materials obstructing air flow; (e) minimize static electric buildup in carpeted areas, for example, by use of properly grounded static mats or the application of anti-static carpet spray; and (f) maintain site environment consistent with Equipment specifications. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities.

3. Exclusions - The foregoing warranties will not apply if technical support, repair or parts replacement is required because of accident, transportation by Customer, neglect, abuse or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to provide support or repair any item of Equipment if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

4. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

5. Non-Warranty Support - Customers requesting support on Equipment, or for damage, that is not covered under warranty will be notified by BI for authorization to provide support. Such support is subject to BI's standard hourly non-warranty support charges in effect at the time the support is provided.

BI SUPPORT

1. Coverage Term - BI Support is available to the Customer for a period of twelve (12) months from the date of receipt of the BI GuardServer™ host computer system by Customer (the "Coverage Term").

2. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment and/or Software. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

3. On-Site Support - Qualifying equipment (CPU, Terminal/Monitor, Keyboard and Printer) is eligible for on-site repair by BI, or its designee. In the event of a problem with the qualifying equipment, the Customer may contact the BI Customer Support Department. The Customer Support Department will diagnose the problem and determine the need for on-site repair. BI and/or BI's designee will make every effort to contact the Customer within four (4) hours of the Customer Support Department's determination that On-site repair is required. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

4. Advance Replacement - Equipment items which are not eligible for On-site repair, are subject to advance replacement. These items include, but are not limited to the UPS, modems and cables. In the event of a problem, the customer may contact the BI Customer Support Department. The Customer Support Department will diagnose the problem and determine the need for advance replacement of an item. In the event it is determined that an item is to

be advance replaced, such item will be sent to the Customer F.O.B. Destination, 2nd day delivery. Customer agrees that it will promptly return to BI the defective item in accordance with BI's RMA Policy. All replaced items will become the property of BI on an exchange basis.

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 Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day 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, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924.

**EL PASO
JUVENILE PROBATION DEPARTMENT**

MEMORANDUM

From: Miguel Ortiz, Field Compliance Officer

Through: Roger Martinez, Chief Juvenile Probation Officer
Marc Marquez, Deputy Chief Probation Services
Lorena Heredia, Deputy Chief Finance and Operations *8/30/12*
Kim Shumate, Director Probation Services *J.Cov. 8/30/12/F.C.C.*
Juan Cervantes, Field Compliance Coordinator

To: County Purchasing

Date: August 30, 2012

Subj: Sole Source Provider

Encl: (1) BI Incorporated Extended Warranty and Support Services Agreement
(2) BI Sole Source Letter

BI Incorporated is the sole source vendor for El Paso County Juvenile Probation Department Electronic Monitoring System. All hardware equipment owned by El Paso County Juvenile Probation Department is from BI Incorporated. Also, due to the software licensing BI Incorporated retains only the customer, El Paso County Juvenile Probation Department is allowed to manipulate the system. Thank you.

BI Incorporated
6400 Lookout Road
Boulder, CO 80301

Tel: 303.218.1000
800.241.2911
Fax: 303.218.1250
www.bi.com

August 30, 2012

Mr. Miguel Ortiz
El Paso County Juvenile Probation Department
6400 Delta Dr.
El Paso, TX 79905

Re: Sole Source

Dear Mr. Ortiz:

Pursuant to your request, BI Incorporated ("BI") respectfully submits the following clarification of BI's unique qualifications to provide the electronic monitoring services and equipment requested by El Paso County Juvenile Probation Department. BI's uniqueness as a manufacturer and provider of products, services and maintenance support for the corrections industry rests upon a number of factors described below.

BI is the sole manufacturer of the monitoring equipment requested by El Paso County Juvenile Probation Department and no other vendor can offer the totality of products, services and maintenance support in the integrated configuration being sought by El Paso County Juvenile Probation Department. Because BI owns a number of controlling patents for various technologies, features and products no other equipment is compatible with the specified BI equipment. For example, the proprietary dual-tamper technology pioneered by BI and contained in all of BI's field transmitters, including the HomeGuard® 200 transmitter, is protected by U.S. patent.

BI's uniqueness as a vendor revolves around a combination of products, services, maintenance support, features and assets. It is the combination that characterizes the uniqueness of the company. BI's integration of home arrest is unique in the industry.

In addition, BI is the sole authorized maintenance and repair manufacturer for BI's products. If another service provider completes any repair or maintenance to BI's equipment, BI's warranty is null and void concerning that piece of equipment, software and/or hardware operating system.

Please feel free to contact me at 303-218-1345 should you have any questions with regard to this letter.

Sincerely,



Michael F. Pharris
Assistant Controller



**EL PASO COUNTY PURCHASING DEPARTMENT
800 EAST OVERLAND, SUITE 300
EL PASO, TEXAS 79901
(915) 546-2048
FAX: (915) 546-8180**

Memorandum

To: El Paso County Judge and Commissioners
From: Jose Lopez, Jr., Assistant Purchasing Agent
Date: August 21, 2012
Re: Single Source Purchase

This memo is intended to serve as notice, pursuant to Texas Local Government Code Section 262.024(c), that the procurement of electronic monitoring equipment, software, and maintenance for the County of El Paso, Juvenile Probation Department is a single source item and is exempt from the provisions of the County Purchasing Act, as an item that can be obtained from only one source. The electronic monitoring equipment is utilized by the Juvenile Probation Department to track probationers who are placed in a home-monitoring program. The monitoring system owned by the Juvenile Probation system is manufactured by B.I. Incorporated. As with all monitoring systems, this system consists of computer hardware and software, transmitters, and monitors that are uniquely programmed—no other monitors will work with this system. I have exercised due diligence and have been unable to ascertain the existence of another vendor who could provide monitors that would work with the B.I. system. This statement must be entered in your Minutes at the time the purchase is approved.



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge, on behalf of the El Paso County Juvenile Probation Department, to sign the Extended Warranty and Support Services Agreement with BI Incorporated from October 1, 2012 to September 30, 2013 for a total annual cost of coverage of \$20,854.00. The County Purchasing agent has identified BI Incorporated as the sole source provider of the El Paso County Juvenile Probation Department's electronic monitoring service. County Attorney's Office has reviewed and approved as to legal form (2012-0436). Submitted by Roger Martinez, Chief JPO, El Paso County Juvenile Probation Department (915) 849-2500.

BASIC CONTRACT DETAILS

CONTRACT NO.: 2012-0436
CONTRACT TITLE: Electronic Monitoring Service
SECOND PARTY: BI Incorporated
CONTRACT TYPE: Services

TERM AND BUDGET DETAILS

TERM: 1 Year
EXTENSION OPTIONS (If Applicable): N/A - None Available/Remaining
EFFECTIVE DATE: October 01, 2012
EXPIRATION DATE (If Applicable): September 30, 2013
EXTENSION DEADLINE DATE (If Applicable):
AMOUNT: \$20,854.00

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Christina Sanchez
LEGAL REVIEW: Approved as to Form with Addendum/Modifications/Reservations Noted Below
LEGAL REVIEW NOTES (If Applicable): Addendum drafted to accompany original service agreement.
DATE: September 11, 2012

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Kim Shumate
DEPARTMENT CONTACT: Shumate, Kim
DEPARTMENT: Juvenile Probation
DATE: September 12, 2012

