AMENDMENT NO. 1

TO THE ELECTRONIC MONITORING SERVICE AGREEMENT – U. S. COMMUNITIES AGREEMENT NO. 062220CH1 ("Agreement") BETWEEN BI INCORPORATED ("BI") AND SISKIYOU COUNTY PROBATION ("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:

A. Paragraph 4, Term, is hereby amended to read as follows:

Term. The term of this Agreement shall be through June 30, 2022 unless terminated by one of the parties in accordance with the termination provisions of the Master Agreement.

SL3 UNIT VOLUME PRICING	AND ADDITIONAL SERVICES:

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 - 100	\$3.80	\$2.60	\$6.40
101 - 200	\$3.80	\$2.60	\$6.40
201 - 500	\$3.70	\$2.50	\$6.20
501+	\$3.55	\$2.35	\$5.90

ADDITIONAL SERVICES:

SL3 Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive SL3 Units equal to, but not to exceed, one (1) 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 one (1) spare 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 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.

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.

The changes listed in this Amendment shall be effective the first day of the first full month following the date of full execution of this Amendment.

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.

BI INCORPORATED DocuSigned by: Danna Coapland 69E380AB6BFE4C5	SISKIYOU COUNTY PROBATION DocuSigned by: Mike (Suy ACD2A0E7EF084C9
Signature	Signature
Danna Coapland	Mike Coley
Printed Name	Printed Name
Danna Coapland	Chief Probation Officer
Printed Title	Printed Title
3/4/2022	3/4/2022
Date	Date

DocuSign Envelope ID: 5110CF07-6A0B-40FB-ADC5-5B6013B3A093

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

BRANDON A. CRISS, CHAIR Board of Supervisors County of Siskiyou State of California

ATTEST: LAURA BYNUM Clerk, Board of Supervisors

By: __

Deputy

	3/4/2022
Date:	

3/4/2022

Date:

CONTRACTOR: <u>BI, Incorporated</u> Danna Coapland

69E380AB6BFE4C5...

Danna Coapland Vice President, Financial Planning

Jock Waldo

Executive Vice President

License No.:_

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. <u>84-0769926</u>

APPROVED AS TO ACCOUNTING FORM:

Fiscal Year	Fund	Org	Account	Activity	Amount	Encumbrance		
2020/2021	1017	203050	723000		\$ 0.01	E2100425		
2020/2021	1017	203050	725000		\$ 0.01	E2100425		
2020/2021	2101	203101	723000	1020	\$ 0.01	E2100425		
2020/2021	2101	203101	725000	1020	\$ 0.01	E2100425		
2021/2022	1017	203050	723000		\$ 0.01	E2200077		
2021/2022	1017	203050	725000		\$ 0.01	E2200077		
2021/2022	2101	203101	723000	1020	\$ 0.01	E2200077		
2021/2022	2101	203101	725000	1020	\$ 0.01	E2200077		
Encumbrance number E2200077								

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If not to exceed, include amount not to exceed: Rate Only

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.