

**Participating Addendum
for
Electronic Monitoring Products and Services
Between
Satellite Tracking of People, LLC
And
Tarrant County Juvenile Services**

This Participating Addendum is entered into by Tarrant County Juvenile Services ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Contractor and the State of Connecticut ("Lead State") for Electronic Monitoring Products and Services ("Master Agreement"):

Satellite Tracking of People, LLC ("Contractor")
5353 West Sam Houston Parkway North, Suite 190
Houston TX 77041

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Don Burk
VP Growth Solutions
don.burk@securustechnologies.com
972-440-8348

Participating Entity's contact for this Participating Addendum is:

2701 Kimbo Road, Ft. Worth, TX 76111

Lupita Martinez

lumartinez@tarrantcountytx.gov

817-838-4610

II. TERM. This Participating Addendum is effective as of April 30, 2024, through April 30, 2025.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Texas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Products. All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities

b. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Exhibit A: Participating Entity-specific Pricing
- IX. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:	2701 Kimbo Road, Ft. Worth, TX 76111
Don Burk	817-838-4610
Vice President	Lupita Martinez
dburk@securustechnologies.com	lumartinez@tarrantcountytx.gov
817-807-7500	

For Participating Entity:

Tarrant County Juvenile Services

- X. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

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The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

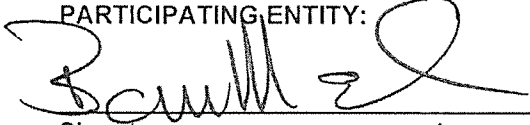
Signature


Printed Name

Title

Date

PARTICIPATING ENTITY:


Signature


Printed Name


Title


Date

SIGNED AND EXECUTED this _____ day of _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

Tim O'Hare
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____


Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

EXHIBIT A
Base Pricing

Category	Volume Tiers *	Price
BLUtag	1+	\$2.85 /day/unit
SoberTrack	1+	\$3.75 /day/unit
BLUband	1+	\$1.75 /day/unit

Optional Pricing

Monitoring Center Services	1+	\$.25 /day/unit
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* - Average daily billable units per month

Provider provides Customer a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. If the shelf stock exceeds 20%, Provider will charge Customer the per diem rate above for units in excess of 20% of the average daily activated units.

Dormancy:

Dormancy-for unassigned inventory, a device is considered dormant if it has not contacted (called into) the VeriTracks™ software in more than 30 days. It is the customer's responsibility to ensure devices in inventory are plugged in at minimum every 30 days to maintain the device firmware and almanac. A monthly report is available to keep customers apprised of devices that are in the dormancy category. Devices that remain in the dormancy state past 90 days will be marked as unrecoverable and invoiced based on the terms set out in the **Insurance and Replacement Cost** section of this contract. Once devices are marked unrecoverable they are no longer usable and will need to be returned to the warehouse.

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units.** Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost

\$0.50 per day per device

Electing Insurance Coverage (must check one): ☐ Yes ☒ No

Replacement Cost

Part	Description	Quantity	Replacement Cost ¹
1	BLUtag Unit	1	\$ 225.00
2	BLUhome Unit (if applicable)	1	\$ 250.00
3	BLUbox (if applicable)	1	\$ 250.00
5	Straps and direct clips for BluTag® (set comprised of one strap and four clips)	9 per unit per year	\$ 10.00
6	Charging Coupler for BLUtag/BLU+	1	\$ 25.00
7	BLUscan (if applicable)	1	\$ 400.00
8	BLUband	1	\$ 90.00
9	SoberTrack	1	\$500.00
10	Installation Kit	1	\$ 25.00

Note: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.

Training Pricing

One-time initial training and one-time annual refresher training is provided to the Customer at no additional cost. Subsequent training costs are based on the following pricing based on average active devices:

1 – 10 Devices	11 – 30 Devices	31 - 100 Devices	Over 100 Devices
\$ 1,500.00	\$ 1,000.00	\$ 500.00	\$ 200.00