

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Electronic Monitoring of Offenders
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT/CONTRACT
Washington Contract Number: 00212

Satellite Tracking of People, LLC
(hereinafter "Contractor")

And

State of Arkansas
(hereinafter "Participating State/Entity")

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1. **SCOPE:** This addendum covers the WSCA-NASPO contract for Electronic Monitoring of Offenders products and/or services led by the State of Washington for use by state agencies and other entities located in the State of Arkansas as authorized by that state's statutes to utilize cooperative contracts.
2. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including local political subdivisions and other entities (including cooperatives) are authorized to purchase products and services under the terms and conditions of this participating addendum.
3. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a Participating Entity, that purchases products and/or services will be treated as if they were Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.
4. **CHANGES:** The following changes to the terms and conditions are as follows:
 - a. **Payments and Invoice Provisions:** All invoices should be forwarded to the:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Vendors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

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- b. Purchase Order Instructions:** All Purchase Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA-NASPO Master Agreement including, without limitation, the obligation to pay Contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA-NASPO Master Agreement.
- c. Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the WSCA-NASPO Contract #00212, agency name, address, name of contact person and phone number.
- d. Reporting:** Vendor agrees to provide a quarterly report to the Arkansas Primary Contact within thirty (30) days following the quarter being reported. Reports will include the following data: agency name and address, product description, quantity, Purchase Order number, unit and extended prices.
- e. Record Retention:** The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.
- Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- f. Delivery:** Free On Board Destination
- g. Taxes:** Personal Property tax will not be charged to Arkansas state agencies.
- h. Cancellation:** The State may cancel this Participating Addendum by giving the contractor and WSCA-NASPO written notice of such cancellation thirty (30) days prior to the date of cancellation.
- i. Applicable Law, Venue and Jurisdiction:** Under Arkansas law, state agencies (the "State") may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, without waiving any sovereign immunities, with respect to loss, expense, damage, liability, claims or demands, either at law or in equity, for actual or alleged injuries to persons or property arising out of any negligent act or omission by the State or its employees or agents in the performance of this agreement, the State agrees with the vendor that: (a) it will reasonably cooperate with the vendor in the defense of any action or claim brought against the vendor seeking the foregoing damages or relief; (b) it will in good faith address with the vendor should the vendor present any claims of the foregoing nature against the State to the Claims Commission of the State of Arkansas; however, the State reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

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5. PRIMARY CONTACTS: The primary contacts for this participating addendum are as follows (or their named successors):

Lead State:

Name:	Robert Paulson, Jr., C.P.M., Contract Administrator
Address:	State of Washington Department of Enterprise Services, Master Contracts & Consulting PO Box 41411 Olympia, WA 98504-1411
Telephone:	360-407-9430
Fax:	360-586-2426
E-Mail:	robert.paulson@des.wa.gov

Contractor:

Company Name:	Satellite Tracking of People, LLC
Contact Person:	Greg Utterback
Address:	1212 N. Post Oak Road, Suite 100 Houston, TX 77055
Telephone:	832-553-9502
Fax:	832-553-9530
E-Mail:	gutterback@stopllc.com

Participating Entity:

Name:	Julia Shackelford, CPPB
Address:	State of Arkansas DFA-Office of State Procurement 1509 W. 7 th Street, Suite 300 Little Rock, AR 72201
Telephone:	501-371-6079
Fax:	501-324-9311
E-Mail:	julia.shackelford@dfa.arkansas.gov

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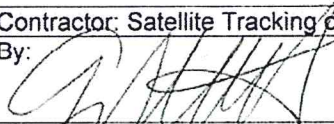
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This Participating Addendum and the Master Price Agreement #00212 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: State of Arkansas	Contractor: Satellite Tracking of People
By: 	By: 
Name: Jane Benton	Name: Greg Utterback
Title: Director of OSP	Title: Chief Development Officer
Date: 6/28/13	Date: 6/26/13