



**Participating Addendum Number 01
for
Electronic Monitoring Products and Services
between
Fort Bend County
and
Track Group, Inc.**

This Participating Addendum is entered into by Fort Bend County ("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"):

Track Group ("Contractor")
200 E. 5th Avenue, Suite 100
Naperville, IL 60563

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Matthew Swando
Chief Revenue Officer
Matthew.swando@trackgrp.com
877-260-2010 x 4033

Participating Entity's contact for this Participating Addendum is:

Matthew K. Dobbs
Chief Probation Officer
Kyle.Dobbs@FBCTX.gov
281-633-7400

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or December 1, 2024, whichever is later, and remain effective until the termination or expiration of the Master Agreement (at present Master Agreement runs through October 27, 2026, but may be renewed for a subsequent 3 year term), as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein. Either party may terminate this Participating Addendum with 30 days' written notice to the other Party to the contacts listed in Paragraphs I and XI. Written notice by electronic mail is acceptable.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used only by the Participating Entity. 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.

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- 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.
- 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. **[DELETED]**
- VIII. **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.
- IX. **[DELETED]**
- X. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
 - a. Attachment A: Participating Entity-Specific Pricing
- XI. **NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Shaun Callahan
Corporate Counsel
Shaun.Callahan@trackgrp.com
877-260-2010 x 4042

For Participating Entity:

Matthew K. Dobbs
Chief Probation Officer
Kyle.Dobbs@FBCTX.gov
281-633-7400

- XII. **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

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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

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:

DocuSigned by:

Derek Cassell

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Signature

Derek Cassell

Printed Name

CEO

Title

11/22/2024

Date

PARTICIPATING ENTITY:

Matthew K. Dobbs

Signature

Matthew K. Dobbs

Printed Name

Chief Probation Officer

Title

11/19/2024

Date

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ATTACHMENT A

This Participating Addendum Number 01 incorporates the Price Schedule (Exhibit B) of Contractor's Master Agreement #22PSX001. To the extent the price set forth below differs from the Price Schedule of Contractor's Master Agreement #22PSX001, the price set forth below controls:

Hardware Lease Option Only:				
Item	Model Description	Number of Units	Daily Rate Per Active Unit Per Day	
1	ReliAlert/XC Offender GPS Ankle Bracelet and Beacon	1-25	Product Lease	Monitoring Service
		26-100	\$3.42	\$0.18
		101-250	\$3.17	\$0.18
2	SecureCuff	Each	\$3.15	\$0.18
			\$0.45	N/A
Item	Model Description	Number of Units	Daily Rate Per Idle Unit Per Day	
3	Idle Device Charge Over Permitted Allowance Noted in Services Item 2, Below	Each	\$1.50	

Services		
Item	Description of Service	Cost
1	Ten Percent (10%) Allowance for Lost/Stolen/Damaged Hardware: - In year one of Service, the 10% allowance is based on the average monthly total of ReliAlert/XC Offender GPS ankle bracelet/beacon leased. Allowances calculated separately for ReliAlert/XC Offender GPS ankle bracelet and beacon. - Beginning in year two of Service, the 10% allowance is based on the average annual total of ReliAlert/XC Offender GPS ankle bracelet/beacon leased. Allowances calculated separately for ReliAlert/XC Offender GPS ankle bracelet and beacon.	N/C
2	Twenty Percent (20%) Allowance of Surplus Hardware (Minimum of 5 devices) 20% surplus hardware (minimum of 5 devices) provided based on Participating Entity's active ReliAlert/XC Offender GPS ankle bracelets and beacons.	N/C
3	Monitoring Center Live Alert Calls 24/7/365	\$0.25 daily rate per active ReliAlert/XC Offender GPS Ankle Bracelet and Beacon per day
4	Optional Hardware Protection Plan for Active & Inactive ReliAlert/XC Offender GPS Ankle Bracelets and Beacon 100% coverage annually for loss of and damage to active and inactive ReliAlert/XC Offender GPS ankle bracelets and beacons.	\$0.50 daily rate per active ReliAlert/XC Offender GPS Ankle Bracelet. Beacon covered at no additional cost, where applicable.

[PRICING CONTINUES ON FOLLOWING PAGE]

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Optional Value-Added Technology and Data-Reporting Services		
Item	Description	Daily Rate Per Unit/Instance Per Day
1	Officer Mobile Smartphone Application	N/C
2	Empower (Victim Smartphone Application)	\$1.98
3	Smartphone Device (Rental)	\$2.00
4	GPS Data Analytics	\$0.60

All Daily Rates are Cumulative on services selected, and if selected, must be taken on all units.