

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

MASTER AGREEMENT
3M Electronic Monitoring, Inc.
Master Agreement No: 00212
(hereinafter "Contractor")

And

State of Ohio
(hereinafter "Participating State/Entity")
State Contract Number: OT904116 GPC026

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1. **Scope:** This addendum covers the *Electronic Monitoring of Offenders* led by the State of Washington for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.
2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Article 1(C)(1)(d)- Termination for Endangered Performance.

The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the state and has requested and not received a letter of assurance from the Contractor within the time period specified in the State's written notice.

Article 1(C)(1)(i) -- Termination for Convenience.

The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any supplies or products that the Contractor has delivered or services rendered up to and including the date of termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for the services, products or supplies, with the invoice reflecting the amount determined by the State to be owing to the Contractor.

Article 4(C) – Indemnity

The Contractor will indemnify the State for any and all third party claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person

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(including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

Article 5(B) – Antitrust Assignment to the State

The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

S-9 – Automobile and General Liability Insurance.

During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement to be used to meet the required limits and the coverage must follow form.

State of Ohio Standard Terms and Conditions shall apply to this Participating Addendum.

4. Lease Agreements: **Are Authorized By This Contract.**

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5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Kerri Ryan, Marketing Supervisor
Address	1838 Gunn Highway Odessa, FL 33556
Telephone	(813) 749-5454
Fax	(813) 749-5474
E-mail	kerri.ryan@mmm.com

Participating Entity

Name	Peggy J. Canada, CPPB
Address	4200 Surface Road
Telephone	(614) 644-1786
Fax	(614) 485-1056
E-mail	Peggy.canada@das.ohio.gov

6. Subcontractors: **NO servicing subcontractors are permitted under this contract**
7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: OT904116/GPC026 and the Lead State price agreement number: 00212.

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

Participating State:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

**[Please email fully executed PDF copy of this document to
PA@wsca-naspo.org to support documentation of participation and
posting in appropriate data bases]**