

FY 2016 SRF	\$28,325
FY 2017 SRF	\$28,325
FY 2018 SRF	\$28,325

These amounts do not include any taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

Annual support will not increase more than 3.5% annually.

- (b) System Price & Payment Schedule. The section entitled "System Price & Payment Schedule" in "Schedule B: Pricing Detail" of the Agreement is hereby removed and restated in its entirety as follows:

System Price & Payment Schedule

The total amount of this contract is \$338,852.58. The amounts due under this contract are as follows:

Milestone	Expected Payment Date	Amount Due
Upon contract execution (Invoice 1)	PAID	\$74,907.50
Upon shipment of Mobile Devices (Invoice 2)	Due prior to shipment of Mobile Devices	\$54,627.54
Upon Go-Live (Invoice 3)	Following Go-Live	\$124,342.54
2016 System Renewal Fee	1 Year After Go-Live	\$28,325.00
2017 System Renewal Fee	2 Years After Go-Live	\$28,325.00
2018 System Renewal Fee	3 Years After Go-Live	\$28,325.00
Total		\$338,852.58

These amounts do not include any taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

3. REVISIONS TO SCHEDULE C OF THE ADDEDNUM

The chart immediately following the heading "Level 4 / Fort Bend County Detention Center | Forecasted System Renewal Fee" contained in the section entitled "System Price & Payment Schedule" in "Schedule C: Proposal" of the Addendum is hereby removed and restated in its entirety as follows:

	Qty	Flat-Rate Fee/yr
GUARDIAN RFID OnDemand	1	\$2,000.00
GUARDIAN RFID Mobile (@ \$350.00/license/yr)	72	\$25,200.00
Facilities Manager PowerTool	1	\$0.00
Active Directory Interface	1	\$625.00
Compliance Monitor Power Tool	1	\$500.00
Total		\$28,325.00

4. EFFECT OF SECOND ADDENDUM

Except as set forth in this Second Addendum, the Addendum is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Second Addendum and the Addendum or any earlier amendment, the terms of this Second Addendum will prevail.

By signing below, GUARDIAN RFID and the County each agrees to the terms and conditions of this Second Addendum and acknowledges the existence of consideration.

GUARDIAN RFID

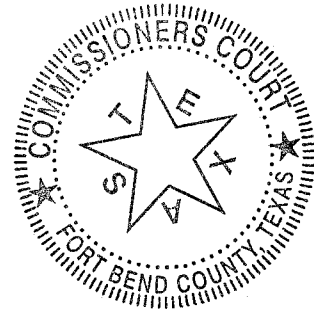
By: [Signature]
Name: Brett Wilmeth
Title: Vice President
Date: 11/17/2015

FORT BEND COUNTY

By: [Signature]
Name: Robert E. Hebert
Title: County Judge
Date: 11-24-2015

ATTEST:

By: [Signature]
Name: Laura Richard
Title: County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 338,852.58 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Edward Sturdivant, County Auditor

Exhibit A

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ADDENDUM TO GUARDIAN RFID SOFTWARE
LICENSE AND SERVICE AGREEMENT**

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas and GUARDIAN RFID (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WHEREAS, in response to RFP Bid# 15-035 Paperless Round Sheet Software for Fort Bend County Sheriff's Office, the parties have executed and accepted that certain Software License and Service Agreement for software and hardware point of entry systems (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Payment.** Payment shall be made by County as specified in the payment schedule in Exhibit A. The costs associated with the Agreement shall be allocated as follows:
Sheriff's Commissary Fund:
 - Upon Contract execution (Invoice 1) = \$74,907.50
 - Upon Go-Live (Invoice 2) = \$74,907.50
 - Total = \$149,815.00County General Fund:
 - 2016 System Renewal Fee = \$20,150.00
 - 2017 System Renewal Fee = \$20,150.00
 - 2018 System Renewal Fee = \$20,150.00
 - Total = \$60,450.00
2. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Agreement, County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.
3. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
4. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Fort Bend County

Robert Hebert

Robert Hebert,
Fort Bend County Judge

6-2-2015

Date

GUARDIAN RFID

Ken Dalley

Authorized Agent - Signature

Ken Dalley

Authorized Agent - Printed Name

President

Title

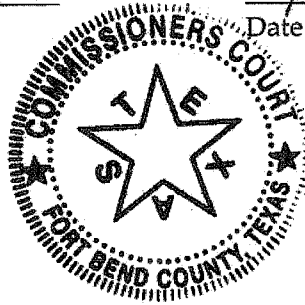
6/28/15

Date

ATTEST:

Laura Richard

Laura Richard,
Fort Bend County Clerk



Reviewed:

Troy E. Nehls

Troy E. Nehls,
Fort Bend County Sheriff

6-2-15

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 210,265.⁰⁰ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Not For
Public Distribution
Without
Prior Approval

EXHIBIT A

Not For
Public Distribution
Without
Prior Approval