

### THIRD ADDENDUM TO SOFTWARE LICENSE AND SERVICE AGREEMENT

THIS THIRD ADDENDUM (the "Third Addendum") is entered into as of February \_\_, 2016 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), and Fort Bend County, a body corporate and politic under the laws of the state of Texas ("County").

WHEREAS, GUARDIAN RFID and County previously executed the Addendum to Guardian RFID Software License Agreement, effective June 2, 2015 (the "Addendum") attached hereto as "Exhibit A" and incorporated by reference.

WHEREAS, GUARDIAN RFID and County previously executed the Second Addendum to Guardian RFID Software License Agreement, effective November 9, 2015 (the "Second Addendum") attached hereto as "Exhibit B" and incorporated by reference.

WHEREAS, the GUARDIAN RFID and County have decided to separate the \$124,342.54 payment "Upon Go-Live" under the Second Addendum into three payments, due upon delivery of 40 Mobile Devices, training and delivery of the final 32 Mobile Devices, respectively.

NOW THEREFORE, the parties agree as follows:

#### 1. REVISIONS TO THE ADDENDUM

Section 1 of the Addendum as amended by the Second Addendum is hereby removed and restated in its entirety as follows:

1. **Payment.** Payment shall be made by County as specified in the payment schedule below and the costs associated under this Third Addendum shall be allocated as follows:  
Sheriff's Commissary Fund:

- Upon Contract execution (Invoice 1) = \$74,907.50
- Prior to shipment of Mobile Devices (Invoice 2) = \$54,627.54
- Upon Go-Live
  - After delivery of 40 Mobile Devices (Invoice 3a) = \$41,447.51
  - After training (Invoice 3b) = \$41,447.51
  - After delivery of the final 32 Mobile Devices (Invoice 3c) = \$41,447.52

County General Fund:

- 2016 System Renewal Fee = \$28,325.00
- 2017 System Renewal Fee = \$28,325.00
- 2017 System Renewal Fee = \$28,325.00

#### 2. REVISIONS TO SCHEDULE B OF THE ADDENDUM

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)	Due upon contract execution - PAID on 08/03/2015	\$74,907.50
Prior to shipment of Mobile Devices (Invoice 2)	Due prior to shipment of Mobile Devices - PAID on 12/24/2015	\$54,627.54
Go-Live Payment 1 (Invoice 3a)	Due after delivery of 40 Mobile Devices	\$41,447.51
Go-Live Payment 1 (Invoice 3b)	Due after training	\$41,447.51
Go-Live Payment 1 (Invoice 3a)	Due after delivery of the final 32 Mobile Devices	\$41,447.52
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. EFFECT OF THIRD ADDENDUM

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

[signature page follows]

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

**GUARDIAN RFID**

By: [Signature]  
Name: Brett Wilmeth  
Title: Vice President  
Date: 2/15/16

**FORT BEND COUNTY**

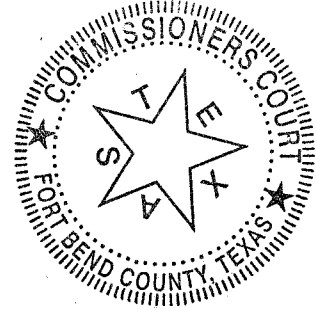
By: [Signature]  
Name: Robert E. Hebert  
Title: County Judge  
Date: 2-23-2016

**FORT BEND COUNTY SHERIFF**

By: [Signature]  
Name: Troy E. Nehls  
Title: Sheriff, Fort Bend County  
Date: 2/17/16

**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**

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STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND         §

**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 = \$149,815.00
  - County 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

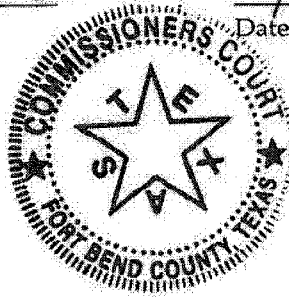
6/28/15

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

**CONFIDENTIAL INFORMATION HAS BEEN REMOVED**

**PLEASE CALL PURCHASING DEPARTMENT**

**AT (281) 281-341-8640 WITH ANY QUESTIONS.**

# **Exhibit B**

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<b>FY 2016 SRF</b>	\$28,325
<b>FY 2017 SRF</b>	\$28,325
<b>FY 2018 SRF</b>	\$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:

<b>Milestone</b>	<b>Expected Payment Date</b>	<b>Amount Due</b>
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
<b>Total</b>		<b>\$338,852.58</b>

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:

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

**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**

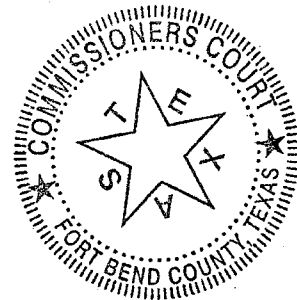
By: [Signature]  
Name: Brett Wilmeth  
Title: Vice President  
Date: 11/17/2015

**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



