



## AGREEMENT

### **1 Engagement of Services.**

- 1.1 County hereby engages OD Security to provide the goods and perform the services described in the SOTER RS Fort Bend County Sheriff's Office, Texas Commercial Proposal ("Proposal" attached hereto as Exhibit "A" and incorporated by reference), in accordance with the terms of this Agreement. OD Security hereby agrees to provide the goods and perform the services in accordance with the terms of this Agreement.
- 1.2 If any services, functions or responsibilities not specifically described in this Agreement are required for the proper performance and provision of the System, they shall be deemed to be implied by and included within the scope of the System to the same extent and in the same manner as if specifically described in this Agreement. Except as otherwise expressly provided in the Agreement, OD Security shall be responsible for providing the facilities, personnel and other resources as necessary to provide the System.
- 1.3 Services requirements:
  - (a) System shall be approved for use by the Texas Department of State Health Services and OD Security will assist County in applying for any licenses and/or permits required to operate System and any other licenses and/or permits required to continue to operate the System (License Application and Radiation Safety Officer certification attached hereto as Exhibit "B") and incorporated by reference.
  - (b) OD Security's Radiation Safety Officer will be available as needed at no additional cost to County for the performance of required duties.
  - (c) Services shall be provided by the System manufacturer or an authorized service provider.
  - (d) Services shall include delivery, set-up, installation, calibration, configuration and training for a fully functional turnkey digital body scanning security System.
  - (e) Services shall include all permits and or certifications required by all appropriate regulatory agencies for the work to be performed and the System to be installed.
  - (f) OD Security shall comply with all applicable federal, state, and local requirements for protecting the safety of their employees, county staff, building occupants and the environment.
  - (g) Services shall include all cleanup and removal of debris and packaging materials.
  - (h) OD Security is responsible for any damages to the facility caused during installation including damage to walls, ceilings, etc. The facility shall be restored to original condition at no cost to the County.
  - (i) Upon installation, the System will be tested and pass an acceptance test performed by the County.
  - (j) Any findings not in compliance with applicable requirements and performance specifications will be the responsibility of the OD Security to rectify these deficiencies at no additional cost to the County.
  - (k) Final acceptance of the System shall be provided when all features in the System required by the County are operational with no errors preventing the System from being used as intended.
  - (l) OD Security and its employees who perform services remotely or at the County jail facility may be required to undergo and pass criminal background checks before they can perform such services.

### **2 Personnel.**

- 2.1 OD Security represents that it presently has, or is able to obtain, adequate qualified

personnel in its employment for the timely performance of the Services required under this Agreement and that OD Security shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays. All employees of OD Security shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of OD Security who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

- 2.2 OD Security will appoint a certified Radiation Safety Officer as required by Texas Department of State Health Services regulations. *See* Exhibit B.

### **3 Compensation and Payment.**

- 3.1 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:

(a) Sheriff's Commissary Fund:

- (i) 1 x SOTER RS Full Body Security Scanning System, Unit Cost - \$118,750.00;
- (ii) Provision of Extended Full Warranty (Maintenance/Service) Agreement (parts and labor and including time and travel) year 6 onwards - \$8,750.00 annually, payable in advance;
- (iii) Provision of 2 x SOTER RS Tablets (mobile devices) and Software - SOTER RS Operator Interphase (OI) Software (Annual Software License):
  - (A) Year 1 - \$10,100.00
  - (B) 2 x SOTER RS Tablets \$2,950.00 (one-off)
  - (C) 2 x SOTER RS Operator Interphase (OI) Software (Annual Software License) - \$2,100.00

(iv) License Application - \$670.00

(v) Total = \$148,370.00

(b) County General Fund:

- (i) 2020 System Renewal Fee = \$4,200.00
- (ii) 2021 System Renewal Fee = \$4,200.00
- (iii) 2022 System Renewal Fee = \$4,200.00
- (iv) 2023 System Renewal Fee = \$4,200.00
- (v) 2024 System Renewal Fee = \$4,200.00
- (vi) Total = \$60,450.00

- 3.2 In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

- 3.3 All performance of the Scope of Services by OD Security including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

- 3.4 County will pay OD Security based on the following procedures:

(a) Upon execution of this Agreement, County shall pay \$44,511.00, 30% of Total Amount, of this Agreement.

(b) Upon completion of the tasks identified in the Scope of Services, OD Security shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County to the following addresses:

Fort Bend County Auditor  
c/o Accounts Payable  
301 Jackson, Suite 701, Richmond, Texas 77469  
Email: [auditor@fortbendcountytexas.gov](mailto:auditor@fortbendcountytexas.gov)  
Fax: 281-341-3774

With a Copy to:  
Fort Bend County Sheriff's Office  
1410 Williams Way Blvd., Richmond, Texas 77469  
Email: [Daniel.Quam@fortbendcountytexas.gov](mailto:Daniel.Quam@fortbendcountytexas.gov)

(c) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by OD Security, County shall notify OD Security no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.

3.5 County shall reimburse OD Security for any expenditures related to travel by OD Security arising out of OD Security's performance of Services under the Agreement in accordance with County's Travel Policy (attached here to as Exhibit "C" and incorporated by reference). Receipts evidencing travel related expenditures made by OD Security shall be submitted to the County Auditor's Office:

Fort Bend County Auditor  
Attn: Robert Ed Sturdivant  
301 Jackson Street, Suite 701,  
Richmond, TX 77469  
Fax: 281-341-3774

3.6 Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving OD Security thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

#### **4 Term of Agreement; Termination.**

4.1 This Agreement will be for a five (5) year period, with additional and successive one (1) year renewal periods commencing on the Effective Date.

4.2 The Agreement will automatically renew for additional and successive one (1) year periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), unless terminated by either County or OD Security in accordance with the termination provisions or non-appropriation provisions of this Agreement. For each Option to Extend, all provisions of this Agreement, except for term and price, shall remain unchanged and in full force and effect. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.

4.3 OD Security shall provide comprehensive warranty coverage (not less than five (5) years) for any goods included within the System. Warranty coverage includes: parts; labor; technician travel; preventive maintenance visits; radiation surveys; software upgrades; discounts on hardware upgrades if required; refresher training on project manager visits. Warranty shall begin after installation is complete and the system is fully tested and accepted by County.

4.4 Termination for Default.

(a) Failure by either County or OD Security in performing any provisions of this Agreement constitutes a breach of this Agreement. Either Party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the

other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing this failure within the ten (10) business days constitutes a default. The defaulting Party has twenty (20) business days within which to show cause why this Agreement should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from this notice. All notices for corrective action, breach, default or show cause, are issued by the County Attorney only and all replies shall be made in writing to the County Attorney at the address for Notice. Notices issued by or to anyone other than the County Attorney are null and void, and considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may Agreement with another party with or without competition or further notification to the OD Security. As a minimum, OD Security shall be required to pay any difference in the cost of securing the products or services covered by this Agreement, or compensate for any loss or damage to the County if it becomes necessary to contract with another source because of its default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, are not liable for loss of any profits anticipated to be made under this Agreement. This section shall not be interpreted as a waiver of sovereign immunity and County retains all of its affirmative defenses.

4.5 Termination for Convenience.

(a) County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. County shall not terminate this Agreement for convenience when termination is authorized under any other provisions of this Agreement, or with the intention of awarding the same or similar Agreement requirements to another source. In the event of this termination the County pays OD Security those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination; provided, however, that County does not pay for costs which are recoverable in the normal course of doing business or which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Agreement, these supplies or materials become the property of County and shall be delivered to the FOB point in this Agreement. County is not liable for loss of any profits anticipated to be made under this Agreement. This section shall not be interpreted as a waiver of sovereign immunity and County retains all of its affirmative defenses.

**5 Records Access.**

5.1 OD Security shall create, maintain, and retain, and shall make reasonably available to County, all necessary and appropriate records, information, and documentation sufficient to verify that the services have been provided under the terms of this Agreement as mutually agreed by the Parties in good faith for a period of four (4) years after the provision of the services or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. OD Security shall provide copies of such records to County upon written request to OD Security at a cost mutually agreed to by County and OD Security.

5.2 OD Security shall comply with any Criminal Justice Information System (CJIS) Security Awareness Training requirements necessary to perform the Services and Operate the System.

**6 Insurance.**

6.1 Prior to commencement of the Services, OD Security shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. OD Security shall provide certified copies of insurance endorsements and/or policies if requested by County. OD Security shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. OD Security shall obtain such insurance written on an Occurrence form from such companies having Bests' rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d) Professional Liability insurance with limits not less than \$1,000,000.

6.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of OD Security shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

6.3 If required coverage is written on a claims-made basis, OD Security warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

**7 Indemnity.**

7.1 OD SECURITY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF OD SECURITY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF OD SECURITY OR ANY OF OD SECURITY'S AGENTS, SERVANTS OR EMPLOYEES.

**8 Confidential and Proprietary Information.**

8.1 OD Security acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by OD Security or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by OD Security shall be treated with respect

to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

- (a) is or becomes (other than by disclosure by OD Security) publicly known or is contained in a publicly available document;
- (b) is rightfully in OD Security 's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or
- (c) is independently developed by employees or agents of OD Security who can be shown to have had no access to the Confidential Information.

- 8.2 OD Security agrees to hold Confidential Information in strict confidence, using at least the same degree of care that OD Security uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. OD Security shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, OD Security shall advise County immediately in the event OD Security learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and OD Security will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or OD Security against any such person. OD Security agrees that, except as directed by County, OD Security will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, OD Security will promptly turn over to County all documents, papers, and other matter in OD Security's possession which embody Confidential Information.
- 8.3 OD Security acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. OD Security acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 8.4 OD Security in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 8.5 OD Security expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by OD Security shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**9 Independent Contractor.**

9.1 In the performance of work or services hereunder, OD Security shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of OD Security or, where permitted, of its subcontractors. OD Security and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**10 Contract Administrator.**

10.1 For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and product/equipment, the county department named below shall act as Contract administrator on behalf of Fort Bend County:

Fort Bend County Sheriff's Department  
1410 Williams Way Blvd., Richmond, TX 77469  
Attn: (or Designee)  
Phone:  
Email:

**11 Notices.**

11.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

11.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County:	Fort Bend County Attn: County Attorney 401 Jackson Street, 3 <sup>rd</sup> Floor Richmond, Texas 77469
With a copy to:	Fort Bend County Sheriff's Office 1410 Williams Way Blvd. Richmond, Texas 77469 Fax: Email:
OD Security:	OD Security North America Attn: John Shannon, President

Fax:

11.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 11.1 and 11.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon

the rejection, refusal, or inability to deliver.

**12 Compliance With Laws.**

12.1 OD Security shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, OD Security shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**13 Performance Warranty.**

13.1 OD Security warrants to County that OD Security has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and OD Security will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards. OD Security warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**14 Limitation of Liability – Exclusion of Implied Warranties.**

14.1 THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF OD SECURITY WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. OD SECURITY NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. This warranty provided by OD Security does not apply to defects or performance deficiencies arising from:

- (a) Accident;
- (b) Abuse;
- (c) Misuse;
- (d) Operation of your Equipment outside of its environmental electrical, or performance specifications, conditions, capabilities or standards;
- (e) Power fluctuations or failure;
- (f) Vandalism or any other damage or unauthorized alteration of your Equipment or its operating software;
- (g) Its use in combination with incompatible products;
- (h) Fires, floods and other natural causes;
- (i) Damage or any other impairment of your Equipment resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service or use or maintenance or service by any party, other than other by us or our authorized representatives;
- (j) Parts or accessories not provided by us; or
- (k) Any acts, omissions, causes or events beyond our control.

**15 Further Assurances.**

15.1 Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this Agreement, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting

or hindering the performance of the other party to this Agreement.

**16 Assignment and Delegation.**

16.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**17 Modifications and Waivers.**

17.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**18 Governing Law.**

18.1 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.

18.2 As required by Chapter 2270, Government Code, OD Security hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18.3 By signature below, OD Security represents pursuant to Section 2252.152 of the Texas Government Code, that OD Security is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**19 Dispute Resolution.**

19.1 Any controversy or claim arising out of or relating to this Agreement or any related agreement will be settled in the following manner:

- (a) senior executives representing each of County and OD Security will meet to discuss and attempt to resolve any such controversy or claim;
- (b) if such controversy or claim is not resolved as contemplated by clause (a), County and OD Security will, by mutual consent, select an independent third party to mediate such controversy or claim, provided that such mediation will not be binding upon any of the parties; and
- (c) if such controversy or claim is not resolved as contemplated by clauses (a) or (b), the parties will have such rights and remedies as are available under this Agreement or, if and to the extent not provided for in this Agreement, are otherwise available.

**20 Most Favored Customer Provision.**

20.1 If OD Security has negotiated terms or conditions for the sale of goods or services to

another client of OD Security which the County deems more favorable than those contained herein, the County may request and shall be afforded the opportunity to purchase those goods or services on the same terms and conditions as OD Security has negotiated to provide a third party under reasonably similar circumstances.

**21 Successors and Assigns.**

21.1 County and OD Security bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**22 Third Party Beneficiaries.**

22.1 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**23 Severability.**

23.1 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**24 Publicity.**

24.1 Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall OD Security release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**25 Captions.**

25.1 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**26 Multiple Counterparts.**

26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Agreement.

26.2 In the event that a comparison of the multiple agreements reveals that the Agreements contain differences or inconsistencies, then the Agreement which is first executed and signed by all of the parties shall be deemed the original Agreement and all other agreements, although duly signed by the parties, shall be deemed inferior and subordinate to the first signed Agreement.

**27 Conflict.**

27.1 In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

**28 Understanding, Fair Construction.**

28.1 By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

**29 Electronic and Digital Signatures.**

29.1 The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George  
KP George, County Judge

2-26-2019  
Date

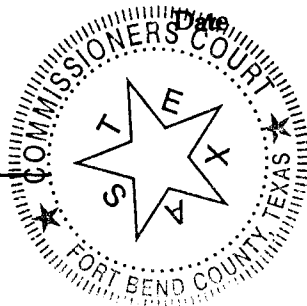
OD SECURITY NORTH AMERICA

John Shannon  
John Shannon, President

02/13/19  
Date

ATTEST:

Laura Richard  
Laura Richard, County Clerk



FORT BEND COUNTY SHERIFF

Troy Nehls  
Troy Nehls, County Sheriff

02/18/19  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 135,000.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert E. Sturdivant  
Robert E. Sturdivant, County Auditor

# **Exhibit A**



# SOTER RS

INDUSTRY LEADING CONTRABAND DETECTION

---

## Fort Bend County Sheriff's Office, Texas Commercial Proposal

PREPARED BY



**John Shannon**  
**OD Security North America**  
501 Graham Road,  
College Station, TX 77845

PROPOSAL DATE

June 8, 2018

## **Commercial Proposal**

Delivered, installed and calibrated (F.O.B Destination) – Fort Bend County Sheriff’s Office, Fort Bend County Jail, 1410 Williams Way Blvd. Richmond, TX 77469

**1 x SOTER RS Full Body Security Scanning System**

**Unit Cost - \$118,750**

**Price as quoted to Jackson County, Missouri and listed on the Mid America Council of Public Purchasing, Co-operative Buying Agreement**

Includes - Shipping, Installation, Calibration and Testing, Operator and Administrator Training, **5-years Full Manufacturer’s Warranty** (parts and labor, to include time and travel associated with servicing and maintenance)

Delivery and installation - 45 days After Receipt of Purchase Order and Contract Deposit

### **Cost includes –**

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support (**Texas based Technicians**)
- Bi-annual calibration and annual certification
- **All software upgrades through-out term of contract**
- **Provision of Random Scanning Software Upgrade**
- **Provision of Biometric Hardware/Software Upgrade**
- **Provision of PREA Compliant Software Upgrade**

### **Additional Services/Options –**

1. Provision of Extended Full Warranty (Maintenance/Service) Contract (parts and labor and including time and travel) year 6 onwards

**\$8,750 annually, payable in advance**

2. Provision of 2 x SOTER RS Tablets (mobile devices)

Unit Cost -

Hardware - 1 x GD3030-400 Intel i5-5350U - **\$2,950 (one-off)**

Software - SOTER RS Operator Interphase (OI) Software (Annual Software License) - **\$2,100 annually, payable in advance**

**Total Cost – Year 1 \$10,100  
Year 2 onwards \$4,200**

**Terms remain valid until June 30<sup>th</sup> 2018**

Fort Bend County, Texas - Terms and Conditions of Sale



MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ODSNA WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. ODSNA NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. This warranty we provide does not apply to defects or performance deficiencies arising from (1) accident, (2) abuse, (3) misuse, (4) operation of your Equipment outside of its environmental electrical, or performance specifications, conditions, capabilities or standards, (5) power fluctuations or failure, (6) vandalism or any other damage or unauthorized alteration of your Equipment or its operating software, (7) its use in combination with incompatible products, (8) fires, floods and other natural causes, (9) damage or any other impairment of your Equipment resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service or use or maintenance or service by any party other than other by us or our authorized representatives, (10) parts or accessories not provided by us or, (11) any acts, omissions, causes or events beyond our control.

4. (e) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. In no event shall ODSNA be liable, by reason of any breach of contract or warranty or of any act or omission on its part related to the Equipment, for prospective, consequential or special damages, economic loss, or damages resulting from loss of use of the Equipment.

4. (f) TESTING. The conditions of any test shall be mutually agreed upon and ODSNA shall be notified of, and may be represented at, all tests that may be made. Notwithstanding the warranty period hereunder shall commence upon the date of delivery of the Equipment to the facility, notwithstanding the fact that testing of the Equipment shall be made on a subsequent date.

5. CHANGES IN EQUIPMENT. ODSNA may upgrade the construction or design of the Equipment without notice to Customer so long as the general function of the Equipment is not thereby altered.

6. (a) SHIPPING AND DELIVERY. Shipping dates are estimated on the basis of prompt receipt of all necessary information by ODSNA. Should delivery or installation be delayed, in whole or in part, for any reason beyond ODSNA's control, ODSNA's time for performance shall be extended by the duration of the delaying cause but, for the purpose of determining the times of payment, first use of Equipment shall be deemed to have taken place 15 days from date of shipment to Customer. ODSNA shall not be liable for failures or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control; including the ready availability of materials or labor required for manufacture, assembly and installation, labor disputes, priorities, requirements, acts or omissions of governmental authorities. ODSNA shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order by reason of a delay excusable under this Section and shall accept such delayed performance by ODSNA.

6. (b) DEFERRED DELIVERY BY CUSTOMER. When delivery of the Equipment is delayed at the request of the Customer and the manufacture of the Equipment has been completed, the Equipment will be placed in storage by ODSNA at an appropriate public warehouse at Customer expense and ODSNA will immediately invoice the Customer for the balance due. When delivery of Equipment is delayed at the Customer's request prior to shipment, and prior to commencement of manufacture of the Equipment, the price quoted herein is subject to revision to the price in effect for the revised delivery date.

7. ENTIRE AGREEMENT. This instrument constitutes the entire and only agreement between the parties hereto concerning the subject matters covered herein, and any representation, affirmation of fact, and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein shall not be

binding on either party. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of ODSNA.

8. ENFORCEABLE IN TEXAS - VENUE. This Agreement shall be governed by the laws of the State of Texas whether the dispute be arbitrated or settled by court or other legal action or proceeding, and all disputes and differences arising hereunder are enforceable in and all sums of money which may become due and payable hereunder are payable in Brazos County, Texas.

9. SUCCESSORS AND ASSIGNS. The terms, provisions, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

10. CONFIDENTIAL INFORMATION: Each party will treat the other party's written, proprietary business information as confidential for a period of 3 years from the date of receipt by the receiving party as long as it is marked confidential and/or proprietary prior to its disclosure and is not otherwise available to the receiving party from a lawful source.

COMPANY

OD Security North America

By: \_\_\_\_\_ (Authorized Representative Signature)

Printed Name: John Shannon

Title: President

Date: \_\_\_\_\_

Agency/County

\_\_\_\_\_  
(Name of Entity)

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

By: \_\_\_\_\_ (Authorized Representative Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



1. (a) **SUPERSEDING EFFECT.** This Commercial Proposal/Quotation (hereafter "the Quotation") supersedes all previous OD Security North America (hereafter "ODSNA") quotations with respect to its SOTER RS Full Body Security Scanning System (hereafter "the Equipment"). It may be withdrawn without notice and does not bind ODSNA until receipt of a signed Purchase Order by Customer within 10 days of the date of the Quotation.

1. (b) **NO COUNTEROFFERS.** Acceptance of this Quotation is expressly limited to the terms and conditions herein and any additional or different terms or conditions contained in Customer's order or response hereto shall be deemed objected to by ODSNA without need of further notice of objection and shall be of no effect nor in any circumstances binding upon ODSNA.

2. (a) **SECURITY AGREEMENT AND FINANCING STATEMENT.** Customer hereby grants to ODSNA a security interest and lien in all the **EQUIPMENT** covered by this Quotation as set forth on the other side hereof, to secure ODSNA for the payment of any monies for the purchase of such Equipment. In this regard, the Customer is the debtor and ODSNA is the secured party. The mailing address of the parties is as stated on the face sheet hereof. The address of the debtor is under the column "Customer".

2. (b) **PAYMENT ARRANGEMENTS, AND RIGHTS OF OWNERSHIP.** Customer shall pay ODSNA the standard deposit (30%) or other amount required to be paid upon acceptance of the Quotation and the balance of any such cash payments, plus all other additional amounts due hereunder, immediately upon installation of the Equipment or as agreed by ODSNA. Customer shall, as ODSNA may from time to time reasonably request, deliver such promissory notes, security agreements, financing statements, leases and rental agreements covering the Equipment required by ODSNA to evidence and secure Customer's obligations. **REGARDLESS OF WHEN OR WHERE DELIVERY TAKES PLACE, TITLE TO SAID PROPERTY SHALL NOT PASS UNTIL THE PURCHASE PRICE HAS BEEN FULLY PAID IN CASH TO ODSNA.** The same shall remain personal property until all payments, including deferred payments whether evidenced by notes or otherwise, shall have been made in full in cash.

2. (c) **CUSTOMER DEFAULT.** If Customer shall fail to pay any amount when due according to the terms hereof or according to the terms of any other instrument which ODSNA may have requested Customer to execute, or if Customer shall otherwise default in the performance of any terms or conditions of this Agreement, ODSNA may, without notice to Customer, peaceably enter any premises in which the Equipment may be found and render it inoperable or remove it and hold, retain, store, trade, or sell it, without causing ODSNA to be liable to Customer for damages, and ODSNA shall have the absolute right to retain all payments theretofore made by Customer.

**3. INSTALLATION AND SITE PREPARATION**

3. (a) **BY ODSNA.** ODSNA shall during regular working hours make diligent efforts to install the Equipment and connect it to safety switches and power outlets provided by the Customer. If the Quotation provides that connection to existing utilities is to be performed by ODSNA, quoted prices include the normal cost thereof but any unusual costs resulting from the condition of the premises or the condition or location of utilities as well as any overtime by ODSNA employees required or requested by Customer shall be paid by Customer.

3. (b) **BY CUSTOMER OR OTHERS AND EFFECT OF UNION REQUIREMENTS.** Unless otherwise specified in writing, ODSNA will deliver the Equipment and will connect the same to safety switches or power outlets to be provided and installed by the Customer before scheduled or approximate delivery date. If for any reason such electrical connections are made by other than ODSNA's own employees, any additional charge for the cost of such outside labor must be borne by Customer. Proper electrical current for operation

of the Equipment will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, Unistrut steel or similar support in the ceiling, plumbing, carpentry, construction work and rigging and all other installation accessories which may be required for making the installation.

If any certificates or other approvals of any government authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled or approximate delivery date.

If trade unions prevent installation by ODSNA employees, Customer shall make all required arrangements with trade unions to permit completion of the installation, the additional cost of which shall be paid by Customer, and ODSNA's obligation is limited to providing engineering supervision of installation.

3. (c) **CONDITION OF PREMISES.** Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Equipment before installation. ODSNA assumes no responsibility for the fitness or adequacy of the premises in which the Equipment is to be installed, used or stored. Customer shall indemnify ODSNA against any loss, damage or claim arising out of the condition of such premises.

4. (a) **PRODUCT WARRANTY - TERM.** ODSNA warrants only to Customer for a period of **5 (five)** years from the date of delivery when installation is made by ODSNA that the Equipment manufactured by it shall be free from defects in material and workmanship under normal use and service and fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. ODSNA's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect, which is reported to ODSNA during the warranty period, and which ODSNA determines in the exercise of reasonable judgment impairs the ordinary use of the Equipment. ODSNA's warranties and its obligation hereunder shall terminate without notice to Customer if Equipment is subjected to misuse or alteration or is repaired by other than an ODSNA representative which, within ODSNA's judgment alone, shall result in an adverse effect, including effects upon performance or reliability, upon the Equipment.

4. (b) **WARRANTY SERVICE.** Warranty service shall only apply to replacement of Warranty parts (See exclusions in subsection 4.(d)). When Customer calls for warranty service prior to twelve-noon, ODSNA will attempt to reply to such service requests within the normal work-day. No charges will be made to Customer for completion of such work. When Customer calls after twelve noon and demands same day service, such service will be rendered, if possible within normal working hours. If it is not possible to accomplish such work within normal working hours, then such service will be rendered the following day.

4. (c) **CUSTOMER RESPONSIBILITIES.** ODSNA's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user (i) maintains the site and environment (including temperature and humidity control), incoming power quality, and fire protection in a condition suitable for operation of the Equipment. (ii) notifies ODSNA as soon as any unusual operating peculiarity appears; (iii) operates the Equipment in a safe and competent manner in strict compliance with established safety operating procedures; (iv) regularly and properly services and maintains the Equipment. It is the responsibility of the Customer to verify upon delivery and installation of the equipment its specifications and affirm the equipment received, installed and put to use is as stated in Quotation/order. Acceptance by Customer of equipment at first use absolves ODSNA of any breach of contract or tort action on said equipment.

4. (d) **LIMITATION OF LIABILITY - EXCLUSION OF IMPLIED WARRANTIES.** THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF

# **Exhibit B**



**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

## BUSINESS INFORMATION FORM

TEXAS DEPARTMENT OF STATE HEALTH SERVICES  
RADIATION MACHINE SOURCE GROUP  
Mail Code 2835  
P.O. Box 149347  
Austin, Texas 78714-9347

Phone #: (737) 218-7110  
Fax #: (512) 834-6717 OR (512) 834-6716

**Complete and submit form, along with required documentation.**

New  Current Registration or Certification number: \_\_\_\_\_

Legal Name of Business: Fort Bend County Sheriff's Office

Doing Business As name (if applicable): \_\_\_\_\_

Billing Phone Number: (281) 341-4665 Business Phone Number: (281) 341-4665

Billing Address: (Street/City/State/Zip) Mailing Address: (Street/City/State/Zip)

Same as Billing Address (Check box.):

1410 Williams Way Blvd \_\_\_\_\_

Richmond / TX / 77469 \_\_\_\_\_

### AUTHORIZATION TO CONDUCT BUSINESS IN TEXAS

- Corporation (Inc., PC, LC, S-Corp, C-Corp); Professional Limited Liability Company (PLLC, LLC); Limited Partnership (LP, LLP, LLLP), or Professional Association (PA)**  
*Attach a copy of your "certificate of status" issued by the Texas Secretary of State. If using an assumed (dba) name, also submit your "certificate of filing."*
- Government Entity; Sole Proprietorship; General Partnership**  
*Attach a copy of your Employer Identification Number (EIN) certificate issued by the Internal Revenue Service (IRS), or other documentation confirming your EIN. If using an assumed (dba) name, also submit your "certificate of filing."*
- Non-Profit**  
*Attach a copy of your IRS Determination letter. If using an assumed (dba) name, also submit your "certificate of filing."*

Texas Secretary of State website: [www.sos.state.tx.us](http://www.sos.state.tx.us) Phone #: 800-252-1381

**SIGNATURE of the applicant, or person duly authorized to act on behalf of the applicant:**

(Example: President, Registered Agent, CEO, COO, CFO, Partner, and Owner)

**I certify that the information on this form is true and correct.**

Daniel Quam  
PRINTED NAME

Jail Administrator, Captain  
PRINTED TITLE

[Signature]  
SIGNATURE

1-11-19  
DATE

PRIVACY NOTIFICATION: If you are applying as an individual, with few exceptions, you have the right to request and be informed about information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See <http://www.dshs.state.tx.us> for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 552.023, 559.003 and 559.004)



**REGISTRATION APPLICATION FOR INDUSTRIAL RADIATION MACHINES**

TEXAS DEPARTMENT OF STATE HEALTH SERVICES  
 (DSHS) RADIATION MACHINE SOURCE GROUP (RMSG)  
 Mail Code 2835  
 P.O. Box 149347  
 Austin, Texas 78714-9347

Phone #: 737-218-7110  
 Fax #: 512-834-6717 or 512-834-6716

For new registrations, mail application and fees to DSHS, Radiation Machine Source Group, Mail Code 2003, P. O. Box 149347, Austin Texas, 78714-9347. All other actions should use the address at the top of the application. Incomplete forms will delay the application process.

<p><b>1. LEGAL NAME OF BUSINESS:</b>  <i>Use legal name of the business as filed with the Texas Secretary of State Office, if applicable.</i>  <u>Fort Bend County Sheriff's Office</u></p> <p><b>2. DOING BUSINESS AS (DBA) NAME (IF APPLICABLE):</b>  <hr/></p> <p><b>3. MAILING ADDRESS:</b> (Street Address/City/State/Zip)  <u>1410 Williams Way Blvd.</u>  <u>Richmond / TX / 77469</u>                  County: <u>Fort Bend</u></p> <p><b>4. PHYSICAL LOCATION IN TEXAS:</b> (Street Address/City/State/Zip)  <u>1410 Williams Way Blvd.</u>  <u>Richmond / TX / 77469</u>                  County: <u>Fort Bend</u></p> <p><b>5. BUSINESS PHONE #:</b> <u>(281) 341-4665</u> EXT # _____</p> <p><b>6. BUSINESS FAX #:</b> <u>(281) 341-3878</u></p>	<p><b>7. RADIATION SAFETY OFFICER:</b> (Required for new registrations, or RSO change.) <i>Attach qualifications as required in 25 TAC§289.226.</i>                  Name: <u>Sam McIlroy</u></p> <p>Telephone number: <u>(940) 704-2671</u> Ext # _____</p> <p>Email address: <u>sam.mcilroy@odsecurityna.com</u></p> <p><b>8. TYPE OF ACTION:</b> (Check all that apply)</p> <p><input checked="" type="checkbox"/> New Registration * (Attach appropriate fees)</p> <p><input type="checkbox"/> Renewal * Registration No. R _____</p> <p><input type="checkbox"/> Reciprocity</p> <p><input type="checkbox"/> Amendment Registration No. R _____</p> <p style="margin-left: 20px;"> <input type="checkbox"/> Name Change *  <input type="checkbox"/> RSO Change  <input type="checkbox"/> Address Change  <input type="checkbox"/> Additional Service  <input type="checkbox"/> Additional Use Location  <input type="checkbox"/> Remove Use Location  <input type="checkbox"/> Add Equipment  <input type="checkbox"/> Delete Equipment                 </p> <p><small>* Submit Business Information Form (RC-226-1) with new applications, renewal applications; and name changes.</small></p>
--	--

**9. MACHINE DATA**

Provide the total number of machines used in each category at the physical location listed under # 4.

Total No. of Machines	Code 572: Minimal Threat Machine	Total No. of Machines	Code 573: Other Industrial Machine
	Fluorescence X-ray (Closed Beam)		Portable / Handheld Fluorescence X-ray (Open Beam)
	X-ray Diffraction (Closed Beam)		Fluoroscopy X-ray
	X-ray Gauge		Industrial Accelerator <input type="checkbox"/> Used for IR
	Certified Cabinet -X-ray <input type="checkbox"/> Used for IR		Spectrography X-ray
	Package X-ray		Flash X-ray <input type="checkbox"/> Stationary <input type="checkbox"/> Portable
	Electron Beam Welding		Research (x-ray for non-human / not live animal use)
	Particle Size Analyzer		Morgues / Forensics
	Ion-Implant		X-ray Diffraction (Open Beam)
	Cathodoluminescence		Portable / Handheld Intensified Fluoroscopy X-ray (Open Beam)
	Other:		Educational (x-ray for non-human / not live animal use)
	<b>Industrial Radiography (IR) Non-Destructive Testing</b>		• What are you teaching? (check applicable box)
	880 Fixed Site <input type="checkbox"/> Accelerator		<input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Veterinary
	562 Temporary Sites	1	Other: <b>Full Body Security Scanner</b>
	562 Non-Destructive Testing Open Vision		<b>Code 576: X-Ray for Human Use</b>
			Medical Radiographic

**10. RADIATION SAFETY OFFICER (RSO):**

I, hereby certify that I will fulfill the duties and accept the responsibilities of the RSO as required in 25 Texas Administrative Code (TAC) §289.226.

Sam McIlroy 01/09/2019 Sam McIlroy  
 Typed or printed name of RSO Date Signature

**11. APPLICANT, OR PERSON DULY AUTHORIZED TO ACT ON BEHALF OF THE APPLICANT:**

*Certification must be made by the Administrator, President, Registered Agent, CEO, COO, CFO, Owner, or Site Manager.*

I certify that all of the information provided herein is true and correct to the best of my knowledge, and will comply with all applicable provisions of Title 25, Texas Administration Code, Chapter 289.

Daniel Evans 1-11-19 Daniel Evans  
 Typed or printed name Date Signature

PRIVACY NOTIFICATION: If you are applying as an individual, with few exceptions, you have the right to request and be informed about information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See <http://www.dshs.state.tx.us> for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 552.023, 559.003 and 559.004)

**INDUSTRIAL X-RAY RSO QUALIFICATIONS**

RSO qualifications as shown in 25 TAC §289.226(e)(3)(A)(i) and (ii or iii) - Requirements are:

- (i) Knowledge of potential radiation hazards and emergency precautions; **and**
- (ii) Completed educational courses related to ionizing radiation safety or a radiation safety officer course; **or**
- (iii) Experience in the use and familiarity of the type of equipment used.

**Indicate your training and/or experience below and complete bottom section of page.**

Training, Experience or Owner's Manual Review:

**Indicate training**

I have received training to meet 25 TAC §289.226(e)(3)(A)(i) and (ii or iii) to become Radiation Safety Officer (RSO);

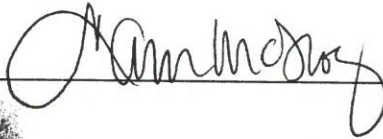
**or (indicate experience)**

I have 22 (months, years) experience operating x-ray radiation machines.

**or**

I have read the owner's manual and understand specifics regarding our machine(s).

New RSO Sam McIlroy  
Print and sign



01/09/2019

**Also show proof of management, or previous RSO, approval below:**

(Manager, Supervisor, Old RSO...)

Daniel Juan  
Print and sign

Registration Number if existing: R 12989, R39060

Company Name: Excel Imaging, Inc. Web County Sheriff's Office

*The Advanced Health Education Center*  
*Certificate of Completion*

*Awarded To*

**SAM McILROY**

*In Recognition of Successful Completion of*

**RADIATION SAFETY  
OFFICER TRAINING**

*Date* October 24-26, 1997

*Credit Hours* 20

*License No.*

*CE Approval No.* TX7003

*CE Approval Agency* ASRT

*Marilyn H. Sackett*

**Marilyn Sackett**  
**Director of Education**

# RADIOLOGICAL CONSULTANTS, INC.

7306 Foxworth Drive, Dallas, Texas 75248

(972) 788-2704 FAX (972) 788-2765

TEXAS BUREAU OF RADIATION CONTROL LICENSE # L04309

## CERTIFICATE OF TRAINING

This Certifies That

***SAM McILROY***

has completed in a satisfactory manner

**THE RADIATION SAFETY REQUIREMENTS  
FOR RADIOGRAPHIC OPERATIONS  
TRAINING COURSE  
16 HOURS**



Date: 7 July 1999

A handwritten signature in black ink that reads 'Douglas H. Keefer'.

Douglas H. Keefer, Ph.D.  
Director of Health Physics

# RADIOLOGICAL CONSULTANTS, INC.

7306 Foxworth Drive, Dallas, Texas 75248

(972) 788-2704 FAX (972) 788-2765

TEXAS BUREAU OF RADIATION CONTROL LICENSE # L04309

## CERTIFICATE OF TRAINING

This Certifies That

***SAM McILROY***

has completed in a satisfactory manner

**THE RADIATION SOURCE MANIPULATION  
AND SURVEY INSTRUMENT CALIBRATION  
TRAINING COURSE**

**16 HOURS**



Date: 9 July 1999

A handwritten signature in black ink that reads 'Douglas H. Keefer'.

Douglas H. Keefer, Ph.D.  
Director of Health Physics



# Certificate of Completion

## Soter RS Technical Training Course

This is to certify that

*Sam McIlroy*

From Excel Imaging (USA)

has successfully completed the technical training Course

Issued: July 11<sup>th</sup> 2013

For ODSecurity, The Netherlands

*B. Los*  
B. Los  
Radiation Engineer / trainer  
SOTER RS

**ODSecurity**  
Edisonstraat 22. 8912 AW Leeuwarden  
P.O. Box 395, 8901 BD Leeuwarden,  
The Netherlands

T : +31 (0) 58 2988 888  
F : +31 (0) 58 2988 768  
I : [www.odsecurity.com](http://www.odsecurity.com)  
E : [info@odsecurity.com](mailto:info@odsecurity.com)

Trade register: 01081337 VAT: NL806893667B01  
Bankaccount: 36.72.05.289  
RABO Bank Leeuwarden  
IBAN: NL81 RABO 367205289 BIC: RABONL2U

# Exhibit C

# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year).

**Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

## **MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's agency # C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

● [REDACTED]  
● [REDACTED]  
● [REDACTED]

**Avis:**

● [REDACTED]  
● [REDACTED]

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2019-454100

Date Filed:  
02/18/2019

Date Acknowledged:  
02/26/2019

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

OD Security North America LLC  
College Station, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

654321  
Body Scanner

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)