

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated August 19, 2025 and is between Codex Corporation d/b/a GUARDIAN RFID ("GUARDIAN RFID" or "Contractor"), a Minnesota corporation, and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. On August 8, 2023, the County and the Contractor entered into Agreement number A-23-386, to implement the GUARDIAN RFID System by licensing the software, purchasing the hardware and support services, and obtaining rights to use the web-based software as a service platform.
- B. The County has a need for additional hardware and software from the Contractor as described in the new Addendum B-1.
- C. The Contractor has the capacity to provide the additional hardware and software to the County.
- D. The County and the Contractor now desire to amend the Agreement to increase the total licenses and Agreement maximum compensation for purchase of further hardware.

The parties therefore agree as follows:

- 1. Addendum B is deleted in its entirety and replaced with Addendum B-1, attached to this Amendment No. 1 and incorporated by this reference. All references to Addendum B shall be replaced with Addendum B-1.
- 2. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.
- 3. The Contractor represents and warrants to the County that:
 - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment No. 1.

- 1 b. The individual signing this Amendment No. 1 on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Amendment legally binds the
3 Contractor to the terms of this Amendment No. 1.
- 4 4. The parties agree that this Amendment may be executed by electronic signature as
5 provided in this section.
- 6 a. An “electronic signature” means any symbol or process intended by an individual
7 signing this Amendment No. 1 to represent their signature, including but not limited
8 to (1) a digital signature; (2) a faxed version of an original handwritten signature; or
9 (3) an electronically scanned and transmitted (for example by PDF document)
10 version of an original handwritten signature.
- 11 b. Each electronic signature affixed or attached to this Amendment No. 1 (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this
13 Amendment for all purposes, including but not limited to evidentiary proof in any
14 administrative or judicial proceeding, and (2) has the same force and effect as the
15 valid original handwritten signature of that person.
- 16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
18 2, Title 2.5, beginning with section 1633.1).
- 19 d. Each party using a digital signature represents that it has undertaken and satisfied
20 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
21 through (5), and agrees that each other party may rely upon that representation.
- 22 e. This Amendment No. 1 is not conditioned upon the parties conducting the
23 transactions under it by electronic means and either party may sign this Amendment
24 No. 1 with an original handwritten signature.
- 25 5. This Amendment No. 1 may be signed in counterparts, each of which is an original,
26 and all of which together constitute this Amendment.
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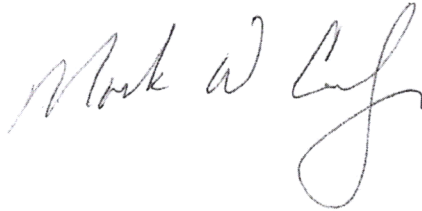
1 6. The Agreement as amended by this Amendment No.1 is ratified and continued. All
2 provisions of the Agreement and not amended by this Amendment No. 1 remain in
3 full force and effect.

4 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 CODEX CORPORATION, DBA GUARDIAN COUNTY OF FRESNO
4 RFID

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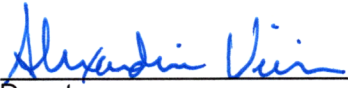
Mark Cowley, Director of Jail Operations
6900 Wedgwood Rd N #325
Maple Grove, MN 55311



Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

Attest:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 
Deputy

For accounting use only:

Org No.: 31114008
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000



GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B-1
FEE PAYMENT SCHEDULE

Fee Type*	Event Occurrence	Amount
First 25% of Initial Term Fee Date (08/08/2023)	Contract Execution	\$65,968.86
Second 25% of Initial Term Fee Date (07/16/2024)	Access to GUARDIAN RFID Mission Command prior to the Go-Live Date	\$65,968.86
Third 25% of Initial Term Fee Date (07/16/2024)	Delivery of Hardware	\$65,968.86
Final 25% of Initial Term Fee Date (10/12/2024)	Go-Live Date	\$65,968.86
Extended Term Year One Renewal Fee*** Date (10/12/2025)	First Year Anniversary of the Go-Live Date <u>15 Additional Mobile Command Licenses @ \$775</u> New Annual SRF (Unless the Agreement is terminated prior to renewal pursuant to Section 18 of the Agreement)	\$58,395.00 \$11,625.00 \$70,020.00
Additional Hardware One Time Cost	15 Additional Spartans @ \$1,195	\$17,925.00
Extended Term Year Two Renewal Fee*** Date (10/12/2026)	Second-year anniversary of the Go-Live Date (Unless the Agreement is terminated prior to renewal pursuant to Section 18 of the Agreement)	\$70,020.00
Extended Term Year Three Renewal Fee*** Date (10/12/2027)	Third-year anniversary of the Go-Live Date (Unless the Agreement is terminated prior to renewal pursuant to Section 18 of the Agreement)	\$70,020.00
Additional Fees	Please see ID Card and Supplies breakdown on the following page	\$65,280.25
Modification Fee	[No such modification contemplated as of the Effective Date.]	[N/A]

* These amounts do not include any taxes.

ID CARDS AND SUPPLIES



Company Address 6900 Wedgwood Rd. N, Suite 325
Maple Grove, Minnesota 55311
United States

Created Date 6/20/2025

Quote Name FresnoCoCA Contract Updated Supplies
Quote Number 00012598

Prepared By Mark Cowley
Email mark.cowley@guardianrfid.com

Note Please note that some items in this quote carry a yearly renewal fee. Please speak with your Account Manager for more details.

Product	Product Family	Quantity	Sales Price	Total Price	Warranty	Max Replacements
GUARDIAN RFID® ID Cards (200 / box) - No Hole	Hardware	135.00	\$300.00	\$40,500.00	None	N/A
GUARDIAN RFID® SPARTAN 3™ - Single Battery	Hardware	158.00	\$90.00	\$14,220.00	N/A	N/A
GUARDIAN RFID® SPARTAN™ 3 Slender Hand Strap	Hardware	237.00	\$12.00	\$2,844.00	N/A	N/A
Zebra® Print Session Cleaning Kit (15,000 prints) - 3 Pack	Hardware	5.00	\$31.25	\$156.25	None	N/A
Zebra® ZXP Series 7 Printer Toner (750 prints)	Hardware	36.00	\$210.00	\$7,560.00	None	N/A

Subtotal \$65,280.25
Total Price \$65,280.25
Grand Total \$65,280.25