

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AMENDMENT TO AGREEMENT BETWEEN FORT BEND COUNTY AND VERTIQ SOFTWARE LLC FOR  
CME HOSTED SOFTWARE SUBSCRIPTION AND LICENSE**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and VertiQ Software, LLC, ("Contractor"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

**WITNESSETH:**

WHEREAS, the parties previously entered into the Agreement between Fort Bend County and VertiQ Software LLC for CME Hosted Software Subscription and License, (the "Agreement") on or about November 26, 2019, which is incorporated fully by reference for all purposes, concerning the use of specified software (the "Services"); and

WHEREAS, Contractor represents that it is qualified and desires to continue to perform such Services for County; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) Texas Local Government Code, exempts from competitive bidding contracts that may be obtained from only one source; and

WHEREAS, VertiQ Software is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "A-1" and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement may be obtained from only one source, and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

NOW, THEREFORE, County and Contractor desire to amend said Agreement as set forth below:

**I. Amendments**

1. **Scope of Services.** Contractor shall continue to provide Services to County as described in Contractor's Quotation, dated May 23, 2025, attached as Exhibit "B-1" and incorporated fully by reference.
2. **Term.** This Agreement shall renew and this Amendment is effective as of November 1, 2024, and shall expire no later than October 31, 2025, unless terminated sooner pursuant to this Agreement. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Amendment, the sufficiency of which is acknowledged by the parties. Neither the Agreement nor this Amendment shall automatically renew, but may renew upon written agreement of the parties.

3. **Limit of Appropriation.** Contractor's fees shall be calculated at the rates set forth in the attached Exhibit B-1. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit B-1 is \$26,883.00. The Limit of Appropriation payable to Contractor for Services rendered under the Agreement is hereby increased to an amount not to exceed \$186,343.00, authorized as follows:

\$159,460.00 under the Agreement; and  
\$26,883.00 under this Amendment to the Agreement

In no case shall the amount paid by County for all Services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
7. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
8. **Severability.** If any provision of this Amendment is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Amendment for each party remain valid, binding, and enforceable.

(Execution Page Follows)

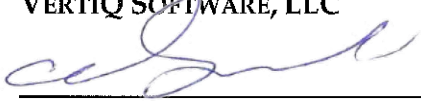
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IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the 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

VERTIQ SOFTWARE, LLC

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anthony Kessel

\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
06/27/2025

\_\_\_\_\_  
Date

REVIEWED:



\_\_\_\_\_  
Information Technology Department

#### AUDITOR'S CERTIFICATE

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

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A-1: Sole Source Letter; and  
Exhibit B-1: Contractor's Quotation, dated May 23, 2025.

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# **EXHIBIT A-1**



VertiQ Software LLC  
P. O. Box 787 (Mailing Address)  
Morgan Hill, CA 95037  
Phone: 408-778-0608  
Fax: 408-782-0850

### **Sole Source Statement for VertiQ Software CME-V3**

To Whom It May Concern

VertiQ Software LLC., including its affiliates, subsidiaries, and divisions, are the sole source providers for purchases, upgrades and maintenance of VertiQ Case Management Software System.

VertiQ Software LLC is the only company that can support VertiQ Case Management Software System and associated maintenance services.

VertiQ Software version CME-V3 is integrated with NMS Laboratories. VertiQ works with the NMS team to configure web services that will allow for the importing of Toxicology related data, toxicology results, and running the NMS report from within CME. This allows for seamless, error-free input of data and considerable time savings for staff. Currently NMS is the only Toxicology Laboratory that is integrated with CME-V3.

Additionally, all data concepts in CME-V3 can be queried.

When installed, CME-V3 taken 'out of the box' is a fully functioning application.

As of June 27, 2025, NMS Laboratory is the only toxicology laboratory that is integrated with CME-V3.

Signed: 

Name: Anthony Kessel, CEO

Date: 6/27/2025

# **EXHIBIT B-1**



VertiQ Software LLC  
P. O. Box 787 (Mailing Address)  
Morgan Hill, CA 95038  
Phone: 408-778-0608  
Fax: 408-782-0850

## Quotation for Fort Bend Medical Examiner

05/23/2025

Annual Term	Hosted Fee	Annual Total
2024-2025	\$26,883	\$26,883
<b>TOTAL CONTRACT AMOUNT:</b>		<b>\$26,883</b>

- *Hosted fee will be calculated at a 3% increase annually.*

Annual Term	Projected Storage	Annual Storage Total
2024-2025	2452 GB	\$0.00
<b>TOTAL CONTRACT AMOUNT:</b>		<b>\$0.00</b>

- *Annual Term 2024-2025 storage fees of \$2,546.21 will be paid by remaining balance in the storage escrow account.*

*This quotation is valid for 90 days from 5/23/2025.*