

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

FIFTH AMENDMENT TO NEMO-Q, INC.'S AGREEMENT

THIS FIFTH AMENDMENT ("Fifth 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 Nemo-Q, Inc., ("Nemo-Q"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into Nemo-Q's Agreement on or about March 5, 2020, and as amended on or about January 19, 2021, January 25, 2022, January 3, 2023, and October 10, 2023 (collectively the "Agreement") and incorporated fully by reference, and now wish to renew service in accordance with the attached and incorporated Exhibit "K" for annual warranty and software license services (the "Product"); and

NOW, THEREFORE, County and Nemo-Q to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Nemo-Q shall continue to provide Product and/or services for annual equipment warranty and software license services as described in Nemo-Q's Invoices (Estimate # 1594 and Invoice # 13109), collectively attached as Exhibit "K" and incorporated fully by reference.
2. **Term.** This Agreement shall renew and this Fifth Amendment is effective as of August 4, 2023, and shall expire no later than October 31, 2024, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** Nemo-Q's fees shall be calculated at the rates set forth in the attached Exhibit K. The Maximum Compensation for the performance of services within the Scope of Services as described in the Agreement and Exhibit K is increased to Sixty-Five Thousand, One Hundred Forty-Three dollars and 00/100 (\$65,143.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. Nemo-Q clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Sixty-Five Thousand, One Hundred Forty-Three dollars and 00/100 (\$65,143.00), specifically allocated to fully discharge any and all liabilities County may incur concerning Exhibit K. Nemo-Q does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Nemo-Q may become entitled to and the total maximum sum that County may become liable to pay to Nemo-Q concerning Exhibit K shall not under

any conditions, circumstances, or interpretations thereof exceed Sixty-Five Thousand, One Hundred Forty-Three dollars and 00/100 (\$65,143.00).

4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Fifth Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Fifth Amendment. This Fifth Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Fifth 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 Fifth 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

NEMO-Q, INC.

KP George
KP George, County Judge

Michael Berg
Authorized Agent – Signature

1.9.2024
Date



ATTEST

Laura Richard
Laura Richard, County Clerk

Michael Berg
Authorized Agent- Printed Name

CEO
Title

2023
Date

REVIEWED:

Robyn Doughtie
Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$65,143.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit J: Nemo-Q's Invoice (Estimate # 1594)

EXHIBIT K

NEMO-Q, Inc.
4023 W University Dr, Bldg B
McKinney, TX 75071 US
972-347-1766
accounting@nemo-q.com
www.nemo-q.com



Estimate

ADDRESS

Fort Bend County
County Auditor
301 Jackson St
Richmond, TX 77469

SHIP TO

Fort Bend County
Tax Assessor
1317 Eugene Heimann Circle
Richmond, TX 77469

ESTIMATE # 1594

DATE 09/28/2023

EXPIRATION DATE 12/22/2023

P.O. NUMBER

Annual Fees

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty 6 Tax Offices 11/1/23 - 10/31/24 Sugar Land Sienna Plantation Richmond Needville Missouri City Katy	1	7,733.00	7,733.00
Annual Warranty	Annual Equipment Warranty Dist. Clerk Richmond Passport Office 11/1/23 - 10/31/24	1	1,774.00	1,774.00
Annual Warranty	Annual Equipment Warranty District Clerk - Sienna 11/1/23 - 10/31/24	1	724.00	724.00
Annual Warranty	Annual Equipment Warranty 4 County Clerk Offices 11/1/23 - 10/31/24	1	4,947.00	4,947.00
Annual Warranty	Annual Equipment Warranty Justice of the Peace JP - 4 11/1/23 - 10/31/24	1	1,271.00	1,271.00
Annual Warranty	Annual Equipment Warranty Justice of the Peace JP 1-2 11/1/23 - 10/31/24	1	973.00	973.00
Annual Warranty	Annual Equipment Warranty Add on Equipment for Upgrade 11/1/23 - 10/31/24	1	2,069.00	2,069.00
Annual Warranty	Annual Equipment Warranty and Software License - GALA Enterprise 16 Offices 11/1/23 - 10/31/24	1	25,142.00	25,142.00
Annual Appointment	Online Appointment Scheduler	1	8,000.00	8,000.00

Remit To: NEMO-Q
By Mail: PO Box 6090, McKinney, TX 75071
By ACH: Bank - JP Morgan Chase
Routing # - 111000614 Account # - 876031878
Swift Code - CHASUS33

Exhibit K

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Fees	GALA Enterprise 16 Offices 11/1/23 - 10/31/24			
Annual SMS Fee	GALA Annual SMS Fee (100,000 SMS per month) GALA Enterprise 16 Offices 11/1/23 - 10/31/24	1	13,200.00	13,200.00
Customer Discount	Credit - Overcharge for JP 1-2 2022-2023	1	-1,271.00	-1,271.00
TOTAL				\$64,562.00

Accepted By

Accepted Date

Remit To: NEMO-Q
By Mail: PO Box 6090, McKinney, TX 75071
By ACH: Bank - JP Morgan Chase
Routing # - 111000614 Account # - 876031878
Swift Code - CHASUS33

NEMO-Q, Inc.

4023 W University Dr, Bldg B
McKinney, TX 75071 US
972-347-1766
accounting@nemo-q.com
www.nemo-q.com



INVOICE

BILL TO

Fort Bend County
County Auditor
301 Jackson St
Richmond, TX 77469

SHIP TO

Fort Bend County
Tax Assessor
1317 Eugene Heimann Circle
Richmond, TX 77469

INVOICE # 13109**DATE** 10/30/2023**DUE DATE** 11/29/2023**TERMS** Net 30**P.O. NUMBER**

Prorated Annual Fees

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Annual Warranty	Annual Equipment Warranty and Software License 8/4/23 - 10/31/24 Katy Tax Office TV Add	1	581.00	581.00

As discussed, this is your 3 month and 1 full year prorated warranty for the Katy Tax Office Add. Once this is paid, the remainder of this warranty will sync with your current main warranty.

BALANCE DUE

\$581.00

Please feel free to reach out with any questions or needs!

Remit To: NEMO-Q
By Mail: PO Box 6090, McKinney, TX 75071
By ACH: Bank - JP Morgan Chase
Routing # - 111000614 Account # - 876031878
Swift Code - CHASUS33

Exhibit K

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

NEMO-Q, Inc.
McKinney, TX United States

Certificate Number:
2023-1099889

Date Filed:
12/01/2023

Date Acknowledged:
01/09/2024

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 TX

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.

Nemo-Q, Inc.
5th amendment 23-IT-100278-A2/Req # 231829 - Nemo-Q annual equipment warranty and software license services (Sole-Source)

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)