

**AMENDMENT NO. 1 TO AGREEMENT 20-011**

This Amendment No. 1 to Service Agreement (“Amendment No. 1”) is dated January 24, 2023 and is between VertiQ Software, LLC, a California limited liability company, whose address is 36 Chatham Ct. San Jose, CA 95139 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. On January 7, 2020, the County and the Contractor entered into Agreement number 20-011 (“Agreement”) for software products used by County Coroner and Medical Examiners (CME) to track and report on deceased cases.

B. The Sheriff’s Office has used VertiQ Software to record documents, collate case files including weights and measures, for specimen case tagging, overhead camera recording, invoicing and billing, body storage, California Highway Patrol reporting, digital image files, specimen scanning/ imaging, and public facing records provision.

C. The Agreement compensation amount of \$258,980 during the potential 5-year term has proven insufficient to keep up with the upgrades for the Sheriff’s Office’s necessary software needs.

D. The County and the Contractor now desire to amend the Agreement to increase the maximum compensation amount of the Agreement to provide for the necessary upgrades and increase the number of CME-V3 user licenses.

The parties therefore agree as follows:

1. A portion of Section VI (Compensation/ Invoicing) of the Agreement located on page 29, lines 12-21, is deleted in its entirety and replaced with the following:

“In no event shall total compensation paid for all services performed under this Agreement exceed \$370,572 during the entire potential five-year term of this Agreement: the total compensation paid for a partial (prorated) first year, through the third year of web-based CME-V3 without cloud-based hosting is \$98,050, not to exceed \$137,260 if extended for a 4<sup>th</sup> and 5<sup>th</sup> year.

1                   The expenditure maximum for conversion from DOS to the web-based  
2 CME - V3 operating system is a one-time cost of \$66,480.

3                   The potential maximum 5-year expenditure for support services is \$7,000.

4                   The potential, additional cost for utilization of cloud-based data hosting  
5 provided by Contractor for the first three-year base term, is an additional  
6 \$28,225, not to exceed \$48,240 if extended for a 4<sup>th</sup> and 5<sup>th</sup> year.

7                   The maximum expenditures for the development phases in upgrading  
8 Contractor's Software shall not exceed \$100,000. The County has provided a list  
9 of current changes and upgrades requested in Exhibit C. Exhibit C is a  
10 breakdown of the work and hours that will go into Development Phase 1 B, 2, 3,  
11 and 4. Each change is organized into phases and includes an estimate of hours  
12 needed to complete each item. The County is requesting a bank of hours so that  
13 the work can be flexible, and the list might have items added or removed as the  
14 County's needs may change. The work and progress will be monitored by the  
15 Sheriff's IT department, which will decide what project the hours will be allotted  
16 to. Contractor shall bill County for hours worked on Development Phase 1 B, 2,  
17 3, and 4 upon completion of each phase. Contractor shall bill at hourly rate of  
18 \$117.61 for the first 675 hours. Any additional hours over the 675 will be quoted  
19 and billed at the standard development rate of \$175. Exhibit C includes a  
20 breakdown of the total costs for the additional licenses and Phase 1 B 2, 3, and 4  
21 changes. This includes a one-time cost for additional licenses at a cost of \$4,830  
22 each, for a total of \$9,660 for 2 additional licenses (in addition to the current 15  
23 user licenses already in place) and \$1,932 for first year annual maintenance for  
24 the additional 2 licenses."

25                   2. When both parties have signed this Amendment No. 1, the Agreement, and this  
26 Amendment No. 1 together constitute the Agreement.

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



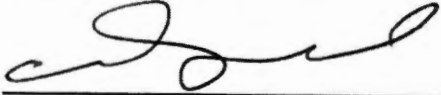
1 6. The Agreement as amended by this Amendment No. 1 is ratified and continued. All  
2 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and  
3 effect.

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 VertiQ Software, LLC

COUNTY OF FRESNO

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6 Anthony Kessel, CEO

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8 \_\_\_\_\_  
9 Sal Quintero, Chairman of the Board of  
10 Supervisors of the County of Fresno

11 PO Box 787  
12 Morgan Hill, CA 95037-0787

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

By:   
Deputy

13 For accounting use only:

14 Org No.: 31112425

15 Account No.: 7311

16 Fund No.: 0001

17 Subclass No.: 10000

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### Exhibit C

#### Scope of Services

Below is a list of current changes/upgrades requested. Each change is organized into phases and includes an estimate of hours it will take to complete. The County is requesting a bank of 675 hours from the Contractor but can be more hours not to exceed 850 hours with a total compensation of \$79,392 (for 675 hours), not to exceed \$100,000 (if 850 hours are used), so the work can be flexible, as during the software upgrade the County may want to have items on the list below added or removed. The maximum compensation amount requested for the development phases is \$100,000. Contractor's rate per hour for the first 675 hours will be \$117.61. Any additional hours over the 675 will be quoted and billed at the standard development rate of \$175 per hour.

<b>Feature Number: 17139</b>				
<b>ID</b>	<b>State</b>	<b>Title</b>	<b>Tags</b>	<b>Time In Hours</b>
9028	New	File Management	Phase IB	16
9979	New	Notes	Phase IB	1
10301	New	Deleting Debtor	Phase IB	2
12767	New	Banner	Phase IB	1
12770	New	Create New report Specimen Hold	Phase IB	2
12771	New	User Worklist	Phase IB	8
12795	New	Task Configuration	Phase IB	6
12839	New	Items pages pop up	Phase IB	3
12961	New	Multiple Incident	Phase IB	4
13109	New	Daily Briefing	Phase IB	6
13984	New	New Alert: Case Closed and Active Document Request	Phase IB	2
15044	New	SUIDI Attribute	Phase IB	8
15045	New	Body Status-Daily Storage Billing	Phase IB	6
15257	New	MECAP attribute update	Phase IB	80
17581	New	Case Notes	Phase IB	1
		Deployment activities	Phase IB	2
		Task Analyst Time	Phase IB	73
		QA Time	Phase IB	49
		Client Services	Phase IB	28
<b>Total For Phase IB</b>				<b>298</b>

**Feature Number: 8141**

<b>ID</b>	<b>State</b>	<b>Title</b>	<b>Tags</b>	<b>Time In Hours</b>
9025	New	Freezer Map	Phase II	16
9029	New	User Worklist	Phase II	2
9030	New	Incident	Phase II	1
9031	New	Medication Entry	Phase II	4
9625	New	Personnel	Phase II	1
9947	New	Contact Nok	Phase II	4
9950	New	Expected Death	Phase II	1
9951	New	File Management	Phase II	4
9952	New	Global	Phase II	4
9953	New	Reports	Phase II	8
10330	New	Items Pages	Phase II	4
11086	New	Admin/List of Deputies Assigned	Phase II	2
12763	New	Tox Result	Phase II	1
12765	New	Tox Send Out	Phase II	1
12841	New	Non Human Bones	Phase II	2
13291	New	Email	Phase II	2
13982	New	Global	Phase II	3
14550	New	Attribute	Phase II	2
14552	New	Death Time	Phase II	4
15048	New	PA Referral Approval	Phase II	10
15421	New	Case Assessment Beautification	Phase II	11
15422	New	Case Assessment Rule	Phase II	4
15423	New	Case Assessment Case Type Field Requirement Business Rules	Phase II	4
16518	New	Case Notes	Phase II	3
16760	New	Doc Request	Phase II	6
16761	New	Id Naming Change	Phase II	4
		Deployment activities	Phase II	2
		Task Analyst Time	Phase II	116
		QA Time	Phase II	42
		Client Services	Phase II	21
<b>Total For Phase II</b>				<b>289</b>



<b>Feature Number: 8659</b>				
<b>ID</b>	<b>State</b>	<b>Title</b>	<b>Tags</b>	<b>Time In Hours</b>
7782	New	Add Reported ID / Pronounced ID	Phase III	2
9033	New	Personal Effects	Phase III	4
12769	New	New report	Phase III	6
		Deployment activities	Phase III	2
		Task Analyst Time	Phase III	11
		QA Time	Phase III	28
		Client Services	Phase III	10
<b>Total For Phase III</b>				<b>63</b>

<b>Feature Number: 8668</b>				
<b>ID</b>	<b>State</b>	<b>Title</b>	<b>Tags</b>	<b>Time In Hours</b>
14184	New	Task configuration	Phase IV	8
		Deployment activities	Phase IV	2
		Task Analyst Time	Phase III	1
		QA Time	Phase III	4
		Client Services	Phase III	10
<b>Total For Phase IV</b>				<b>25</b>

**Fresno currently has 15 user licenses.**

	<b>Bank of Hours</b>	<b>Cost</b>
One-Time cost for 2 additional licenses	N/A	\$9,660
<ul style="list-style-type: none"> <li>Annual Maintenance for 2 additional licenses</li> </ul>	N/A	\$1,932
Development for Phase 1B, 2, 3 & 4 Changes (listed above)	675 hrs.(not to exceed 850 hrs)	\$79,392 (not to exceed \$100,000)
<b>Total</b>		<b>\$90,984 (not to exceed \$111,592 Total)</b>