

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO MOETIVATIONS, INC.'S AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Moetivations, Inc., ("Moetivations"), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted Moetivations' Invoice (Invoice #220227), Team on Demand Services Proposal, and QA Team on Demand Services Agreement (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference; and

WHEREAS, Fort Bend County desires that Motivations establish Quality Assurance/Quality Improvement services, goals and standards; use score cards; provide monthly feedback, remote training aids and trend reports; and provide associated services (hereinafter the "Services"); and

WHEREAS, Moetivations represents that it is qualified and desires to perform such Services; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(2) Texas Local Government Code, exempts from competitive bidding contracts that are necessary to preserve or protect the public health or safety of the residents of the county; and

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

WHEREAS, Moetivations is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit "B" and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is within the exception allowed for expenditures under the Texas County Purchasing Act, § 262.024(a)(2) based on the representations made by the Fort Bend County Sheriff in support of this Agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement is within the exception allowed for expenditures under the Texas County Purchasing Act, § 262.024(a)(7) and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective as of November 1, 2022, and shall expire no later than December 31, 2023, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
2. **Scope of Services.** Subject to this Addendum, Moetivations will render Services to County as described in Exhibits A and B. The Services shall be scheduled at a time that is mutually agreeable between the parties but without reasonable delay. All performance of the Scope of Services by Moetivations 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. **Payment; Non-appropriation; Taxes.** Upon the County's Written Notice to Proceed, payment shall be made by County within thirty (30) days of receipt of invoice. Moetivations may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. If County disputes charges related to an invoice submitted by Moetivations, County shall notify Moetivations 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. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** Moetivations 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 Eighty-Three Thousand, Eight Hundred Fifty-Three and 60/100 dollars (\$83,853.60), specifically allocated to fully discharge any and all liabilities County may incur. Moetivations does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Moetivations may become entitled to and the total maximum sum that County may become liable to pay to Moetivations shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-Three Thousand, Eight Hundred Fifty-Three and 60/100 dollars (\$83,853.60). In no event will the amount paid by the County

for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. **Public Information Act and Open Meetings Act.** Moetivations 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 Moetivations 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.

Moetivations expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Moetivations for any reason are hereby deleted. Moetivations shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of Moetivations, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of Moetivations or any of Moetivations' agents, servants or employees.
7. **Applicable Law; Arbitration; Attorney Fees.** 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. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Moetivations in any way associated with the Agreement.
8. **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, Moetivations hereby verifies that Moetivations 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, Moetivations 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, Moetivations 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, Moetivations 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.
9. **Modifications and Waivers.** 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.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, MOETIVATIONS ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
11. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
12. **Use of Customer Name.** Moetivations may use County's name without County's prior written consent only in any of Moetivations' customer lists, any other use, including the right to bring control and enforcement actions in the County's name, must be approved in advance by County.

13. **Product Assurance.** Moetivations represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by Moetivations to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Moetivations will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of Moetivations' Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and Moetivations' liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
14. **Performance Warranty.** Moetivations warrants to County that Moetivations has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Moetivations 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.
- Moetivations 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 and Exhibit B.
15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Inspection of Books and Records.** Moetivations will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Moetivations for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
19. **Electronic and Digital Signatures.** The parties to this Agreement agree that any 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.
20. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

21. **Personnel.** Moetivations 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 Moetivations shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Moetivations shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Moetivations or agent of Moetivations who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, Moetivations shall comply with, and ensure that all Moetivations Personnel comply with, all rules, regulations and policies of County that are communicated to Moetivations in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

22. **Compliance with Laws.** Moetivations 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, Moetivations shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

23. **Confidential Information.** Moetivations 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 Moetivations 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 Moetivations 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 Moetivations) publicly known or is contained in a publicly available document; (b) is rightfully in Moetivations' 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 Moetivations who can be shown to have had no access to the Confidential Information.

Moetivations agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Moetivations 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. Moetivations 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, Moetivations shall advise County immediately in the event Moetivations 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 Moetivations will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Moetivations against any such person. Moetivations agrees that, except as directed by County, Moetivations 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, Moetivations will promptly turn over to County all documents, papers, and other matter in Moetivations' possession which embody Confidential Information.

Moetivations 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. Moetivations 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.

Moetivations in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

24. Termination.

24.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

24.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

- (a). If Moetivations fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;
- (b). If Moetivations materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

- 24.3. If, after termination, it is determined for any reason whatsoever that Moetivations was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.
- 24.4. Upon termination of this Agreement, County shall compensate Moetivations in accordance with § 3, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Moetivations' final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.
- 24.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Moetivations.
- 24.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 24.7. Upon termination of this Agreement for any reason, if Moetivations has any property in its possession belonging to County, Moetivations will account for the same, and dispose of it in the manner the County directs.
25. **Independent Contractor.** In the performance of work or services hereunder, Moetivations 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 Moetivations or, where permitted, of its subcontractors. Moetivations 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.
26. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Moetivations 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.
27. **Further Assurances.** 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 contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
28. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

29. **Severability.** 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.

30. **Insurance.**

A. Prior to commencement of the Services, Moetivations 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. Moetivations shall provide certified copies of insurance endorsements and/or policies if requested by County. Moetivations 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. Moetivations 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:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. 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.
3. 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.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:
 - (1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.,) stored or transmitted in electronic form.
 - (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or

inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure

(3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Moetivations shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
 - C. If required coverage is written on a claims-made basis, Moetivations warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
 - D. Moetivations shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
 - E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
 - F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of Moetivations.
31. **Remote Access.** As applicable, if Moetivations requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of the Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Moetivations is granted remote access to County Systems:
- (A). Moetivations will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). Moetivations will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Moetivations will not access County Systems via unauthorized methods.
 - (C). Moetivations' remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for Moetivations to provide Services to County pursuant to this Agreement.

- (E). Moetivations will allow only its Workforce approved in advance by County to access County Systems. Moetivations will promptly notify County whenever an individual member of Moetivations' Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Moetivations will keep a log of access when its Workforce remotely accesses County Systems. Moetivations will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Moetivations' Workforce is provided with remote access to County Systems, then Moetivations' Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Moetivations to comply with this Section may result in Moetivations and/or Moetivations' Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Moetivations, is under the direct control of Moetivations, whether or not they are paid by Moetivations and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

32. Notices.

- 32.1. 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), or nationally recognized overnight courier (with all fees prepaid).
- 32.2. 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 Sheriff's Office
Attn: Support Services Division
1840 Richmond Parkway
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Moetivations, Inc.
Attn: Maureen Dieckmann
10288 W. Chatfield Avenue, Suite 306
Littleton, Colorado 80127

32.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 32.1 and 32.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

32.3.1. 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.

32.3.2. 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum 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 Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

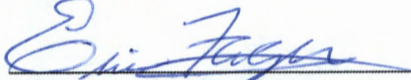
KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:


Fort Bend County Sheriff's Office

MOETIVATIONS, INC.


Authorized Agent - Signature

Maureen Dieckmann
Authorized Agent- Printed Name

CEO
Title

3-9-23
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Moetivations' Invoice (Invoice #220227), Team on Demand and Services Proposal, and QA Team on Demand Services Agreement; and
Exhibit B: Sole Source Letter

Exhibit A

MOETIVATIONS, Inc.

10288 W. Chatfield Ave, Suite 306

Littleton, CO 80127

303-993-7850

corporate@moetivations.com

www.moetivations.com

**MOETIVATIONS****INVOICE****BILL TO**

Ft. Bend County Sheriff's Office

Attn: Kristen Rouse

1840 Richmond Pkwy.

Richmond, TX 77469

INVOICE # 220227**DATE 11/03/2022****DUE DATE 11/24/2022**

ACTIVITY	QTY	AMOUNT
QA/QI SERVICES:		
MQAL-00B: Launch, setup and test fee (November 2022).		1,050.00
MQAM-001: Advanced QA/QI Program (December 1, 2022 - October 31, 2023). Includes 492 evaluations per month (5,412 total evaluations for duration of 11 month program).		97,416.00
Prepaid discount.		-
		14,612.40

***NOTE: a 2% discount (\$1,677 savings!) will be applied if payment of \$82,176.60 is received by Nov. 13, 2022. ***

For payment by check, please make payable to Moetivations and mail it to the address above.

BALANCE DUE**\$83,853.60**

For payment by P/credit/debit card, please visit the payment page on our website, Moetivations.com. Please add 3.5% of the invoice total to cover the processing fee.

Thank you for your business!



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

November 3, 2022

FT. BEND COUNTY SHERIFF'S OFFICE
1840 RICHMOND PKWY
RICHMOND TX 77469

Account Information:

Policy Holder Details :	MOETIVATIONS INC
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Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



MOETIVATIONS

911

TEAM ON DEMAND SERVICES PROPOSAL:

QUALITY ASSURANCE / QUALITY IMPROVEMENT

Assessments, Evaluation Scores, & Reports

Body Worn Camera Evaluations

LEADERSHIP DEVELOPMENT

Virtual and Onsite Training

Mentor & Coaching Programs

OPERATIONS SUPPORT SERVICES

SOP & Policy Editing

Peer Support & Wellness Programs

Cyber Security Analysis

PREPARED FOR:

Fort Bend County, TX SO

Meghan Rivas

Communications Manager

PREPARED BY:

Gary Bartel

Main Office 303.993.7850

garyb@moetivations.com

www.moetivations.com



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AGENCY: Fort Bend County, TX SO

DATE: 10/27/2022

CONTACT: Meghan Rivas

QUOTE # 22M012C

PROPOSAL

QA/QI SERVICES

Based on

430,000

CALLS FOR SERVICE

QA Team includes 3 to 4 team personnel, calibrating & rotating
CJIS Certified & Experienced QA EVALUATORS; QA team lead, Instructors & Admin
QI Coaching & Job Aides & QI Training Support
Presentations: webinar, monthly reports & Executive Readouts

QA/QI OPTION 1

ITEM	DESCRIPTION	QTY	MONTHLY LIST PRICE	DISCOUNT	MONTHLY FEE	ANNUAL TOTAL
MQAL-008	Launch, set up & test (one-time fee) November 2022	1	\$ 1,250.00	\$ (200.00)	\$ -	\$ 1,050.00
MQAM-001	ADVANCED QA/QI PROGRAM: Evaluations: Based on 120 evaluations per week, 40 people @ 3 per person per week; APCO EMD, Work towards application of NENA APCO ANSI Standards. Mixed protocols; random selection. Month 1 included in launch fee. Term: December 2022 to October 31, 2023	5412	\$ 11,808.00	\$ (2,952.00)	\$ 8,856.00	\$ 97,416.00
					Prepaid discount	\$ (14,612.40)
WEEKLY 114	MONTHLY 492	ANNUAL 5904	IF MONTHLY: \$ 8,856.00			
Services Subtotal						\$ 83,853.60



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**APPROVAL PAGE**

Quote Valid for 120 days

QA LAUNCH FEE INCLUDES:

Secure file set up and documentation approval; SOPs and communication workflow between agency and QA/QI TEAM
Evaluator access & responsibilities for QAEs.
QAE assignments and agency percentage goals.
Refresh existing process requirements or create new ones.
Training Aids, Job Aids, and Scorecard documentation.
Monthly reporting schedule.
Set up of 'Coaches Corner' and feedback loop.
Virtual training and onsite training implementation (optional).

PAYMENT TERMS

SERVICES	DEPOSIT	Launch Fee or 25% of program
	Monthly Fee	Net 21
	Prepaid & Discounted	Net 30
TRAINING	ONSITE	40% due upon signing. 60% due within 10 days of training date.
	VIRTUAL	NET 30

PROPOSAL APPROVAL

QA / QI

AUTHORIZING SIGNATURE

Mangel F. Zamora

AUTHORIZING NAME

Mangel F. Zamora

TITLE

Assistant Chief Deputy

OPTIONS APPROVED

Total \$ 93,853.60

Date NOV 2, 2022

Total \$ 0

The authorizing party must have budgetary discretion to approve the terms described in this Proposal. Final invoices to include any taxes or credit card processing fees, if applicable. The approved proposal will be attached as an Exhibit to the Service Agreement, as needed.

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All data submitted to your agency is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with MOETIVATIONS, Inc. The recipient of this document agrees to inform employees of your agency who view or have access to its content of its confidential nature. The recipient agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without MOETIVATIONS, Inc. express written consent. Moe retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia. By acceptance of this document, the recipient agrees to be bound by the aforementioned statement.

QA TEAM ON DEMAND SERVICES AGREEMENT

This QA Team on Demand Services Agreement (this "Agreement") is entered into as of November 1, 2022 (the "Effective Date"), by and between Fort Bend County Sheriff's Office, Texas (the "Ft. Bend S.O.") and Moetivations, Inc., a Colorado corporation (the "Contractor"). The FT. BEND S.O. and the Contractor may be referred to herein as a "Party" or the "Parties".

RECITALS

- A. The FT. BEND S.O. answers 9-1-1 emergency calls in Richmond, Texas.
- B. The FT. BEND S.O. is establishing QA standards and implementing best practices.
- C. The CAD system is Central Square, the recording system is MediaWorks by Evantide, the 9-1-1 system is Vesta, and all are housed at the PSAP operated by Ft. Bend S.O., in Richmond, Texas.
- D. The FT. BEND S.O. desires to hire a QA/QI team, who will report to the FT. BEND S.O. authority, Meghan Rivas, to establish QA/QI services, goals and standards, use score cards, and provide monthly feedback, remote training aids and trend reports as directed by the Proposal for Team on Demand attached hereto as Exhibit A (the "Services").
- E. The Parties desire that the FT. BEND S.O. engage the Contractor to provide QA and QI Job Aid services.

AGREEMENT

ACCORDINGLY, in consideration for the recitals and the mutual promises herein, the Parties agree as follows:

1. **Services.** In accordance with this Agreement, the FT. BEND S.O. hereby engages the Contractor, and the Contractor accepts such engagement, to provide the services set forth on the Proposal for Team on Demand attached hereto as Exhibit A (the "Services"). The provisions of this Agreement shall control over conflicting provisions in Exhibit A. The Contractor shall continue performing the Services until October 31, 2023. The Contractor shall report to the FT. BEND S.O. POC, Meghan Rivas, and appropriate delegates.

2. **Payment.**

2.1. The FT. BEND S.O. shall pay the Contractor for the QA Services and the QI Job Aid Services pre-paid and discounted at \$83,853.60. Online Training and Onsite training are optional, and not included into the services total. Options may be added at anytime; options will be prorated and billed separately.

2.2. Upon award, the Contractor may submit an invoice for prepaid and discounted annual services due Net 21, discounts allowed for early payment. Launch fee plus 1 month service fee shall be deemed non-refundable.

2.3. If requested by the FT. BEND S.O., the Contractor shall provide additional information related to an invoice, including without limitation information related to time, charges, or description of Services. The FT. BEND S.O. shall not be required to pay an invoice until the Contractor supplies such information as is reasonably satisfactory to the FT. BEND S.O.

2.4. Notwithstanding the total time the Contractor spends performing the Services, the total fee payable to the Contractor for the Services shall not exceed prepaid and discounted \$83,853.60, (the "Total Project Fee"). The Project Fee reflects the amount of hours, work and material costs estimated by the Contractor to complete the Services in their entirety. Online and Onsite training options are not included into this total.

QA TEAM ON DEMAND SERVICES AGREEMENT

2.5. The FT. BEND S.O. shall pay a proper invoice for prorated program upon receipt or within 21 days after the FT. BEND S.O. receives the invoice. Any terms and conditions set forth in the invoice shall not be binding on the FT. BEND S.O. and shall not modify or add to the terms and conditions hereof. Each invoice shall be in a form acceptable to the FT. BEND S.O. The Contractor is not entitled to additional payment in the event that the Contractor exceeds the estimated hours of work to complete the Services, unless the Parties unanimously agree pursuant to Section 2.7.

2.6. **Renewal Term:** This Agreement will automatically renew the Contractor to perform the Services for a succession term of one (1) year (each, a "Renewal Term") following the October 31, 2023 expiration of the Term for the particular Service, unless either party decides that it does not wish to renew this Agreement or any particular Service hereunder before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other party in writing at least 45 days before the completion of the initial Term or Renewal Term, as applicable. Renewal shall not exceed 3 total terms. Minimal increases and Prepaid discounts may apply.

2.7. If the Contractor anticipates that the Contractor will exceed the estimated number of hours to complete the Services, then the Contractor shall timely notify the FT. BEND S.O., in writing, detailing the remaining Services, the number of hours anticipated to complete the remaining Services, and the unanticipated use of hours that led to the need for additional hours. The Contractor shall not be entitled to additional payments if, at the sole determination of the FT. BEND S.O., the additional hours are due to the Contractor's mismanagement of the time necessary to complete the Services; however, if the reason additional hours are needed are not the fault of the Contractor, then the Parties may agree to additional compensation. The Parties must unanimously agree in writing to any additional payment terms before the FT. BEND S.O. pays additional compensation to the Contractor to complete the Services.

3. Information. The FT. BEND S.O. shall provide any information in its possession or control that is reasonably requested by the Contractor to enable the Contractor to perform its obligations hereunder. If the Contractor requests information from third-party local governments in the FT. BEND S.O. jurisdiction, the FT. BEND S.O. shall make a good faith effort to obtain that information from the third parties.

4. General Performance Standards.

4.1. Except as otherwise set forth in this Agreement, the Contractor shall furnish all the labor, services, materials, and equipment necessary to perform and complete its obligations hereunder.

4.2. The Contractor represents and warrants to the FT. BEND S.O. that the following are true and accurate:

4.2.1 The Contractor has or shall acquire the capacity and the professional experience and skill to perform the Services.

4.2.2 The Services will be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

4.2.3 The Services shall be performed in a good and workmanlike manner.

4.2.4 All information supplied by the Contractor or its agents or subcontractors is and will be truthful and accurate in all material respects, except where the same is based on information provided by the FT. BEND S.O. or local governments in the FT. BEND S.O.' jurisdiction.

QA TEAM ON DEMAND SERVICES AGREEMENT

4.2.5 The Contractor has complied and will comply with all applicable laws, regulations, rules, ordinances, or similar directives regarding the Services, including any data privacy laws.

4.3. If competent professionals find that the Contractor's performance of the Services does not meet the standards set forth in this Agreement, the Contractor shall, at the FT. BEND S.O. request, re-perform the Services not meeting this standard without additional compensation and such re-performance shall be in addition to any other rights or remedies the FT. BEND S.O. may have.

4.4. The Contractor shall undertake and complete the Services timely to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of Services are expected to change, Contractor shall give timely notice to the FT. BEND S.O. of such a delay or change and may receive an equitable adjustment of time and/or compensation, as negotiated and agreed among the Parties.

5. Independent Contractor Status. The Contractor is and will remain a vendor in independent contractor in its relationship to the FT. BEND S.O.. IF REQUIRED BY LAW, ALL PAYMENTS MADE TO THE CONTRACTOR HEREUNDER WILL BE REPORTED ON A CALENDAR YEAR BASIS USING IRS FORM 1099. THE FT. BEND S.O. WILL NOT: (1) WITHHOLD FICA (SOCIAL SECURITY AND MEDICARE TAXES) FROM THE CONTRACTOR'S PAYMENTS OR MAKE FICA PAYMENTS ON THE CONTRACTOR'S OR THE CONTRACTOR'S AGENT'S BEHALF, (2) MAKE STATE OR FEDERAL UNEMPLOYMENT COMPENSATION CONTRIBUTIONS OR PAYMENTS ON THE CONTRACTOR'S OR THE CONTRACTOR'S AGENT'S BEHALF, OR (3) WITHHOLD STATE OR FEDERAL INCOME TAX FROM THE CONTRACTOR'S PAYMENTS. THE FT. BEND S.O. WILL NOT OBTAIN WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF THE CONTRACTOR OR THE CONTRACTOR'S AGENTS.

6. Indemnification and Liability.

6.1. The Contractor shall defend, indemnify, and hold harmless the FT. BEND S.O. and their elected officials, directors, officers, contractors, employees, agents, and consultants from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses, costs, and attorneys' fees, brought or asserted by any third party arising out of or related to any breach of this Agreement by the Contractor.

6.2. This indemnity coverage shall also cover the FT. BEND S.O. defense costs in the event that the FT. BEND S.O., in its sole discretion, elects to provide its own defense. The FT. BEND S.O. retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the FT. BEND S.O.' protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

6.3. EXCEPT WITH RESPECT TO THE CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NO PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE DEEMED A WAIVER OF THE FT. BEND S.O.' PRIVILEGES OR IMMUNITIES.

7. Termination.

7.1. Termination for Breach. Either Party may terminate this Agreement if any other Party commits a material breach of this Agreement, including a breach of a representation or warranty, by giving

QA TEAM ON DEMAND SERVICES AGREEMENT

the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will terminate if the material breach described in the notice is not cured within 30 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against the other Party, whether arising in connection with the breach or otherwise.

7.2. Termination for Convenience. The FT. BEND S.O. may terminate this Agreement for convenience by giving the Contractor of such termination 45 days before the effective date of termination. Final invoice will include balance of existing month plus 30 days turn down for convenience. Remaining contract fees if prepaid contracts will be refunded less the previously stated month balance plus 30 days, for any termination for convenience.

7.3. Effect of Termination. Unless agreed otherwise, the Contractor shall provide no further Services in connection with this Agreement after the effective date of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the FT. BEND S.O. under this Agreement. The FT. BEND S.O. shall have no liability for any Services performed after the effective date of termination. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory Services completed prior to the effective date of termination, or such other stop-work date as may be specified in the notice. The FT. BEND S.O. shall own all results and proceeds of all the Services performed prior to the effective date of termination, and the Contractor shall deliver the same to the FT. BEND S.O. immediately upon demand. The Contractor shall not be relieved of liability to the FT. BEND S.O. for damages sustained by virtue of any breach of this Agreement by the Contractor.

8. Confidentiality.

8.1. Definition. "Confidential Information" means all information that the FT. BEND S.O. discloses to the Contractor that falls within one or more of the following categories: (1) any information identified as confidential by the FT. BEND S.O.; (2) any information that falls within the definition of a "trade secret"; (3) any information, including a formula, pattern, compilation, program, device, method technique, or process that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; (4) any information which the Contractor knows or reasonably should know that the FT. BEND S.O. is required to keep confidential under a binding obligation with a third party or under law; and (5) all information provided to the Contractor which the Contractor knows or reasonably should know could be detrimental to the interests of the FT. BEND S.O. if disclosed or used without authorization, whether or not such information is identified as confidential. All information provided to the Contractor that contains or could be used to derive line counts from a particular carrier shall be considered Confidential Information; except such information that falls into one or more of the categories set forth in Section 8.2 shall not be considered Confidential Information. The Deliverables shall be considered Confidential Information.

8.2. Exceptions. Information that falls into any one or more of the following categories shall not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Contractor; (2) information that the Contractor can show was known by the Contractor prior to its receipt from the FT. BEND S.O.; (3) information that the Contractor can show was independently developed by or for the Contractor without relying on any Confidential Information; (4) information that the Contractor can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a

QA TEAM ON DEMAND SERVICES AGREEMENT

violation of the rights of the FT. BEND S.O.; and (5) information that the FT. BEND S.O. is required to disclose under open records request.

8.3. Protection of Confidential Information. Except as otherwise provided or permitted in this Agreement, the Contractor will not do any of the following, directly or indirectly, without the written consent of the FT. BEND S.O.: (1) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (2) use Confidential Information for any purpose. The Contractor will not permit any of its respective agents or employees to take any action prohibited by this Section 8.3.

8.4. Use of Confidential Information. A Contractor may use the FT. BEND S.O. Confidential Information consistent with the purpose and intent of this Agreement and to evaluate the feasibility of additional transactions or a business relationship between the Parties.

8.5. Disclosure by Court Order or Law. The Contractor will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Contractor discloses Confidential Information under this Section 8.5, it must (except to the extent it is illegal to do any of the following): (1) immediately notify the FT. BEND S.O. of the court order or legal requirement; (2) give the FT. BEND S.O. a reasonable opportunity to contest or limit the required disclosure; and (3) provide reasonable assistance at the FT. BEND S.O. expense.

8.6. Availability of Injunctive Relief. The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the FT. BEND S.O. and would materially damage the FT. BEND S.O.. Therefore, the FT. BEND S.O. will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement. The FT. BEND S.O. may obtain injunctive relief without posting a bond (or, if a court determines that a bond is required, then upon the posting of a nominal bond).

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand, email, or U.S. Mail to the persons or addresses set forth on Exhibit B. A Party may change its notice person or address by giving written notice to the other Parties.

10. General Terms.

10.1. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

10.2. Amendments. Amendments to this Agreement may only be made in writing and must be agreed to by all the Parties to be effective.

10.3. Assignability and Subcontracting. The Contractor shall not assign, transfer, or subcontract this Agreement or any obligations hereunder, without first obtaining the written consent of the FT. BEND S.O.. Any permitted assignment, transfer, or subcontract shall not relieve the Contractor of its duties and obligations hereunder.

10.4. Audit. The FT. BEND S.O., or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, or records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required by the FT. BEND S.O., and shall keep all books, documents, papers and records which are pertinent to the

QA TEAM ON DEMAND SERVICES AGREEMENT

Contractor's performance for a minimum period of two years, or such longer time as may be set forth in any addendums to this Agreement.

10.5. Disputes. This Agreement shall be governed by the internal laws of the State of Texas, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in a state court located in Texas. EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

10.6. Waiver. The FT. BEND S.O. approval or acceptance of, or payment for, Services shall not be construed as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by any Party except in writing signed by a person authorized by that Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

10.7. Non-Appropriation. The financial obligations of the FT. BEND S.O. as set forth herein beyond the current fiscal year is contingent upon that Party's legislative body's annual appropriation of funds. Nothing herein shall create a multiple year fiscal obligation.

10.8. Force Majeure. No Party shall be liable for any delay in or failure of performance of any obligation hereunder, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by an act of God, act of the public enemy, unusually severe weather, fire, flood, epidemic, quarantine, strike, labor dispute or freight embargo, or similar event outside the reasonable control of the non-performing Party, but only to the extent such event was not the result of, or was not aggravated by, the acts or omissions of the non-performing Party.

10.9. Severability. If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

10.10. Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claims or rights of action whatsoever by any other third person or entity.

10.11. Conflict of Interest. The Contractor shall not offer or provide (and represents that it has not offered or provided) anything of benefit to any the FT. BEND S.O. official or employee, or to any official or employee of any local government located in the FT. BEND S.O. jurisdiction, that would place the official or employee in a position of violating the public trust.

10.12. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the Parties understand and agree that the provisions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination and shall be enforceable in the event of a failure to perform or comply.

10.13. Liens and Encumbrances. The Contractor shall not have any right or interest in any of the FT. BEND S.O.'s assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services.

QA TEAM ON DEMAND SERVICES AGREEMENT

10.14. Open Records. The Parties acknowledge that certain material provided or produced under this Agreement may be subject to Open Records Request.

10.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

QA TEAM ON DEMAND SERVICES AGREEMENT

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Ft. Bend County Sheriff's Office

Moetivations, Inc

By:

By:

.....
Name:

.....
Name: Maureen Dieckmann

Title:

Title: CEO

Date:

Date:
.....

BILLING ADDRESS:

FORT BEND COUNTY SHERIFF'S OFFICE

c/o FT. BEND S.O.

Attn: Kristen Rouse

Kristen.Rouse@fortbendcountytexas.gov

1840 Richmond, Parkway

Richmond, Texas 77469

(281) 341-4706

Agency POC:

Meghan Rivas

meghan.rivas@fortbendcountytexas.gov

QA TEAM ON DEMAND SERVICES AGREEMENT

EXHIBIT A

PROPOSAL FOR TEAM ON DEMAND

QA TEAM ON DEMAND SERVICES AGREEMENT

EXHIBIT B

CONTACT INFORMATION

If to the: FORT BEND COUNTY SHERIFF'S OFFICE	<p>Attn: FORT BEND COUNTY SHERIFF'S OFFICE c/o FT. BEND S.O. Agency POC: Meghan Rivas meghan.rivas@fortbendcountytexas.gov 1840 Richmond, Parkway Richmond, Texas 77469 (281) 341-4706</p> <p>With a copy to:</p>
If to the Contractor:	<p>Moetivations, Inc. Attn: Maureen Dieckmann 10288 W. Chatfield Ave. Suite 306 Littleton, CO 80127 303-993-7850 corporate@moetivations.com</p>

Exhibit B



FT BEND COUNTY SHERIFF'S OFFICE

Attn: Asst Chief Manual Zamora

1840 Richmond Parkway

Richmond, TX 77469

Manuel.zamora@ftbendcounty.gov

Tiffaney.budnick@ftbendcounty.gov

Date 12-27-22

Reference: TEAM ON DEMAND: QA/QI Advanced Services, 9-1-1 Leadership Job Aids, SOPs & Policies Support

Asst Chief Zamora:

Thank you for the opportunity to provide QA services, Training Aids, and Leadership Development to Ft Bend County Sheriff's Office.

Moetivations, Inc. is certified in the unique operations services for PSAPs and 9-1-1 communications centers providing specialized & certified QA services, Public Safety organizational SOPs & policies development, and onsite/online training, including but not limited to stress management, health and wellness, and 9-1-1 operations improvement services. Maureen Dieckmann, Founder and CEO has pulled together a team of 9-1-1 operations subject matter experts with decades of PSAP management experience, 9-1-1 policies and procedures implementation, protocol performance, dispatch training, and standards/customer service experience.

While other general and specific skills consulting or training organizations may exist in one area of PSAP expertise or another, Moetivations, Inc. is the only company in the U.S. that provides the following bundle, from one cohesive team:


- 1) Continuously certified & expert PSAP professionals for Priority Dispatch, Powerphone, National and Regional protocols, including King Co EMD, ND EMD, Frontline, Guardian Tracking, & pertinent software.
- 2) Three critical service areas bundled and proposed for 9-1-1 operations support:
 - a. **QA / QI third party weekly & certified program;** CJS certified personnel
 - i. Includes special requests
 - b. **Onsite Instruction and Online Training Aids with or without a Portal** related to PSAP Roles, Responsibilities & Customized Skills
 - i. Training includes QA, QI standards best practices, Customized Job Aids, supervisor feedback coaching, character based 9-1-1 communications skills, and Health/Wellness programs, on demand (special requests) training, agency specific SOP training
 - ii. Portal allows agency specific courses and vendor courses to be loaded without fees
 - c. **SOPs and Policy editing, writing, and implementation support;** including protocol job aids/corrective advice docs, policy editing and unlimited library

TEAM ON DEMAND Services are provided by one team, that is aligned with the PSAP unique rules and are not provided as a collective of bids from multiple companies.

- Site by site customized and unique curriculum based on pre-session assessments, association certifications, professional training and real-life PSAP scenarios.
 - Comprehensive research and data is collected prior to each QA and training program, allowing the team to recommend improvement in appropriate areas such as stress management, officer

- safety, protocol updates, and restoration programs, utilizing individual stress management techniques not available by other training organizations.
- Delivery of curriculum, training aids, and job aids that are derived from specialized training and certified instructors: 9-1-1 technology, negotiations training, professional liaison, character-based communications, conflict management, and project management.
 - Peer Community online and QA coaching for team leads, supervisors and management.
- QA professional services, QA of QA programs, and QA training:
 - QA program includes protocol plus attitude; applying strategies that drive personal development, professionalism, and (as needed) accreditation goals.
 - Provides feedback loop to include focus for understaffed, overworked teams, creating an individual approach to morale improvement and critical attention for first responders.
 - Policy and Procedures (SOPs for dispatch)
 - Performance Evaluation Updated documentations; early intervention reporting, editing where SOPs might be outdated, training aid recommendations for current best practices.
 - Editing recommendations; Policy Updates that impact performance or PSAP operations: this includes supporting customized training for policy changes loaded into the portal, at no additional fees.
- ✓ Moetivations is the only QA organization in the U.S. that is also registered in the diversity government category for small business, CDOT, MWDBE, DBE and is a 100% minority, female owned business.
 - ✓ All information presented in our programs, training and online per community was developed, created, or discovered by or on behalf of Moetivations, Inc.
 - ✓ All information including course content and curriculum, presentations, handouts, working sessions are proprietary to Moetivations, Inc.'s team of PSAP professionals, partners and instructors.
 - ✓ We share our expertise with the industry associations such as NENA, APCO and customize training for agencies to support betterment of staffing retention goals, wellness programs, peer support programs, and professional development within PSAPs

Sincerely,



Maureen Dieckmann
Founder & CEO