

**SECOND ADDENDUM TO JETTY MASTER SERVICES AGREEMENT**

THIS SECOND ADDENDUM ("2<sup>nd</sup> Addendum") is entered into by and between Fort Bend County, ("Client"), a body corporate and politic under the laws of the State of Texas, and Jetty Communications Solutions, LLC, doing business as Jetty ("Jetty"), a Texas limited liability company with its principal place of business in Bellingham, Washington.

WHEREAS, the parties previously executed the Jetty Master Services Agreement on January 10, 2017, subsequently amended the terms on October 10, 2017; renewed the subscription on June 14, 2018; and executed the Addendum To Jetty Master Service Agreement on or about September 25, 2018 A copy of those contracts are attached hereto, and marked as "Exhibit 1." Insofar as they are not inconsistent with the terms of this 2<sup>nd</sup> Addendum, said contracts are made a part of this agreement.

WHEREAS, Client desires to use Jetty's services as described in the Proposal # 08222018 (attached hereto and marked as "Exhibit 2") for developing a language translation plugin to automatically translate Jetty posts, web pages and distributions into one or more of the 100+ languages that the API supports; and

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

1. **Scope of Services.** Jetty shall render Services to Client as defined in Exhibit 2.
2. **Time of Performance.** The time for performance of the Services by Jetty shall begin with receipt of the Notice to Proceed from Client and end no later than December 19, 2018. Contractor shall complete the tasks described in Exhibit 2 within this time or within such additional time as may be extended by the County.
3. **Limit of Appropriation.** Jetty clearly understands and agrees, such understanding and agreement being of the absolute essence of this 2<sup>nd</sup> Addendum, that Client shall have available the total maximum sum of seventy-eight thousand five hundred dollars and 00/100 (\$78,500.00), specifically allocated to fully discharge any and all liabilities Client may incur. Jetty does further understand and agree, said understanding and agreement also being of the absolute essence of this 2<sup>nd</sup> Addendum, that the total maximum compensation that Jetty may become entitled to and the total maximum sum that Client may become liable to pay to Jetty shall not under any conditions, circumstances, or interpretations thereof exceed seventy-eight thousand five hundred dollars and 00/100 (\$78,500.00).
4. **Conflict.** All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this 2<sup>nd</sup> Addendum and the Agreement, the provisions of this 2<sup>nd</sup> Addendum shall prevail with regard to the conflict.

*Signatures Follow On Next Page*

IN WITNESS WHEREOF, this 2<sup>nd</sup> 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 2<sup>nd</sup> 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.

Dated: 10-2-2018

CLIENT: FORT BEND COUNTY

By: Robert Hebert, County Judge  
401 Jackson St., Richmond, Texas 77469  
(281) 341-8608

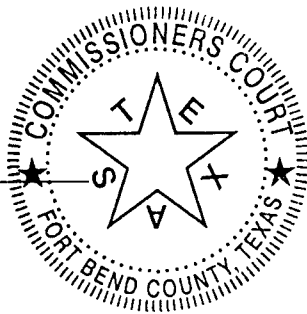
Dated: 9/24/18

JETTY COMMUNICATION SOLUTIONS, LLC

By: Kevin Boxx  
By: Kevin Boxx, Director of Operations  
~~2814 40th St~~ 21 Bellwether Way # 108  
Bellingham, Washington 98229  
(360) 305-9988; [kboxx@jettyapp.com](mailto:kboxx@jettyapp.com)

ATTEST:

Laura Richard  
Laura Richard, County Clerk



#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 78,500 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant  
Robert E. Sturdivant, County Auditor

## **Exhibit 2**



August 22, 2018

Lach Mullen

Regional Emergency Public Information System Administrator  
Fort Bend County OEM  
307 Fort Street  
Richmond, TX 77469

Dear Lach,

I am pleased to submit the attached proposal for a Language Translation Plugin for the Houston UASI region.

Enclosed please find the following information:

Description  
Associated Costs  
Proposal Acceptance

Please contact me with any questions you might have. We look forward to your response.

Regards,

*Kevin Boxx*

Kevin Boxx  
Director of Operations  
Jetty Communications LLC  
Phone: 360.305.9988  
[kboxx@jettyapp.com](mailto:kboxx@jettyapp.com)  
[www.jettyapp.com](http://www.jettyapp.com)



## **Company Background:**

Jetty Communication Solutions is the provider of the Jetty Software designed to help groups of communicators quickly respond to situations that require fast and accurate information. The company was founded in January 2014 with a variety of clients utilizing the platform which is currently being adopted by the USCG as well as other large organizations.

## **Project Description/Scope of Work:**

Develop a Language Translation Plugin that utilizes the Google Translate API to automatically translate Jetty posts, web pages and distributions into one or more of the 100+ languages that the API supports. This plugin will allow for all Houston UASI entities to communicate with stakeholders quickly and efficiently via a large number of different languages. This technology utilizes a mix of machine technologies and human verification to ensure translations are accurate and complete.

### **Plugin Features:**

- Allow for client to specify a group of languages that will be published to their Jetty powered website.
- Place "machine generated" translations into a queue for language validation by Houston UASI designated individuals.
- Display original and translated document side by side and color modified areas for efficiency.
- Ability to retain, view and revert to different document versions.

**\* See attached general design workflow and screen layout**

### **Project Breakdown:**

- Wireframe Creation / Feature Workflow
- Wireframe presentation to Houston UASI Staff
- Wireframe Revisions
- Wireframe presentation for final review and acceptance
- Plugin Development
- QA Testing / Defect resolution
- End product final review and acceptance
- Deployment / Setup Guide creation
- Plugin Deployment for all Houston UASI sites
- Plugin Training / Webinars (3 – 1 hour classes)
- Final acceptance and signoff meeting

**Cost 78,500.00**



This is a fixed bid agreement to create the multilingual Jetty plugin described above. To ensure that this project remains within scope and on time, Fort Bend County and Jetty project managers will meet at the end of each milestone to address any outstanding issues to minimize the possibility of delays or scope creep.

**Proposed Project Start Date:** Sept 4 2018

**Milestones:**

<b>Wireframe final review and acceptance:</b>	<b>Sept 24</b>	<b>2018</b>
<b>Plugin final review and acceptance:</b>	<b>Nov 5</b>	<b>2018</b>
<b>Project Completion Date:</b>	<b>Dec 19</b>	<b>2018</b>

**Proposal Acceptance**

If the terms set forth in **Proposal # 08222018 Jetty Software** meet with your approval, please complete the following and scan or mail a copy to our office. An email indicating approval will also be accepted (please include proposal #).

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

# 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.**

Jetty Communications Solutions  
Bellingham, WA United States

**Certificate Number:**  
2018-407371

**Date Filed:**  
09/24/2018

**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

**Date Acknowledged:**  
10/02/2018

**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.**

25805  
Proposal 08222018 Language Translation Plugin Development

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barrett, Roy	Cypress, TX United States	X	

**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)