STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO OCV, LLC TERMS AND CONDTIONS

THIS ADDENDUM TO STANDARD TERMS AND CONDITIONS ("Addendum") is entered into by and between Fort Bend County Sheriff's Office, ("County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through the County Sheriff, according to Texas Local Government Code §351.0415, and OCV, LLC ("VENDOR"), a company authorized to conduct business in the State of Texas.

WHEREAS, subject to the changes herein, the parties have executed and accepted VENDOR's Terms and Conditions (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference; and

WHEREAS, County desires that VENDOR provide a mobile application to be used by inmates in the custody of the Fort Bend County Sheriff's Office to assist with inmate meals, commissary, JPAY, and Court information; and

WHEREAS, VENDOR represents it is qualified and desires to provide the goods and/or services; and

WHEREAS, County has determined that the Fort Bend County Sheriff is authorized to make this Agreement in accordance with Section 351.04159(c) of the Texas Local Government Code; 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, VENDOR 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 Parties expressly agree that this Addendum and the VENDOR's Standard Terms, attached as Exhibit "A," and any other referenced document are incorporated into each other and, when read together, shall constitute one integrated document (hereinafter the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set for the below, the following terms are incorporated as if a part of the original Agreement:

- Scope of Service. Subject to this Addendum, VENDOR shall provide services to the Fort Bend County Sheriff's Office, as described in further detail in VENDOR's Standard Terms and Conditions, attached hereto as Exhibit A, and incorporated by reference. The agreement shall renew annually in accordance with the Terms and Conditions contained in Exhibit A upon written agreement by the parties.
- Payment. County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
- 3. Limit of Appropriation. VENDOR's fees shall be calculated at the rates set forth in the Proposal attached as Exhibit A. VENDOR 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 Ninety Thousand and 0/100 cents (\$90,000.00), specifically allocated to fully discharge any and all liabilities County may incur. VENDOR does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that VENDOR may become entitled to and the total maximum sum that County may become liable to pay to VENDOR shall not under any conditions, circumstances, or interpretations thereof exceed Ninety Thousand and 0/100 cents (\$90,000.00).
- 4. Non-appropriation. 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.
- 5. Taxes. 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.
- 6. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 7. Confidential Information. VENDOR 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 VENDOR 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.
- 8. Performance Warranty. VENDOR warrants to County that VENDOR has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and VENDOR 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.
- 9. 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 VENDOR or any other party for any reason are hereby deleted. VENDOR 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 VENDOR, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of VENDOR or any of VENDOR's agents, servants or employees.
- 10. Applicable Law. 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.
- 11. 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, VENDOR hereby verifies that VENDOR 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, VENDOR 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, VENDOR 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, VENDOR 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.

- 12. Conflict. In the event there is a conflict between this Addendum and the attached Exhibit(s), this Addendum controls to the extent of the conflict.
- 13. Human Trafficking. By signature below, VENDOR 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.

(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 exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY SHERIFF'S OFFICE	OCV, LLC
Eric Fagan, Fort Bend County Sheriff	Authorized Agent - Signature
x 19 /2024	
Date	Authorized Agent – Printed Name
	Title
	Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$90,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

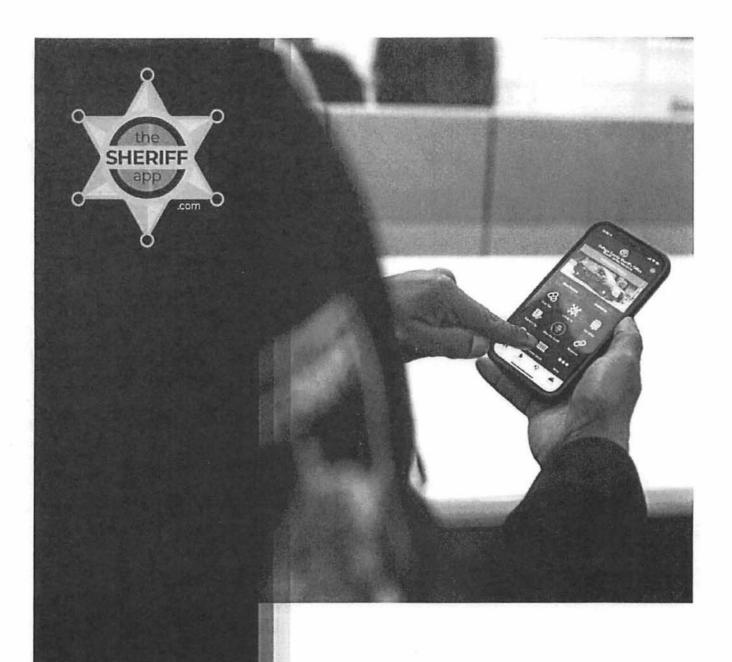
Robert E. Sturdivant, County Auditor

Exhibit A: Proposal and Standard Terms

Exhibit B: Sole Source Letter

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EXHIBIT A



Fort Bend County Sheriff's Office, TX

Eric Fagan, Sheriff Fort Bend County Sheriff's Office

OCTOBER 11, 2023

A Message From Our Founder

Dear Sheriff Fagan,

I wanted to take this opportunity to thank you for your thoughtful consideration of our proposal. As I know you're aware, the mobile space is the dominant information sphere for an ever expanding segment of our population. The need for civic minded organizations to be able to effectively communicate with and better serve their communities is what first inspired me to start TheSheriffApp.com over 10 years ago.

Since that time, we've grown into the Nation's largest provider of law enforcement specific apps that allow sheriffs' offices nationwide to effectively engage with the communities they serve. Our team of dedicated experts has grown to include long serving law enforcement directors such as yourself, talented technology visionaries, experienced developers, and top notch sales and support staff; all of whom are passionate about our company's Mission Statement "Serving Those Who Serve".

Being in on the ground floor of the mobile space has allowed our company to grow along with the technological advancements which now allow us to offer you the absolute best in reliable and effective communication tools to not only help your office effectively serve, but to actively engage your community and build those lasting relationships that mutually benefit the community at large.

As you will see outlined below, our proposed solution is custom tailored to ensure your office puts its best foot forward, can actively inform and interact with the community it serves and that you can easily call your community to action by rapidly disseminating urgent messages, notifications and pertinent agency news.

When you allow us to Serve You, together we ensure your office is harnessing the most effective communication tool each member of your community is already engaging with on a daily basis.

By putting the Fort Bend County Sheriff's Office app in the pocket of those you serve, we help build stronger, safer and more engaged communities, and that is what drives us to continue to provide the absolute best product available on the market today.

We look forward to the opportunity to Serve You and your Community.

Eric Halverson

Founder, CEO - OCV. LLC.

Cric Halverson

I Invite you to contact me directly with ANY questions or concerns - Eric@TheSheriffApp.com



We Serve Those Who Serve



Who We Are

Over the past decade TheSheriffApp.com has grown to become the premiere app developer for Sheriff Offices. With experience serving over 600 public safety agencies in the US and Canada, our custom apps have allowed offices such as yours to better connect with the communities whom they serve. Our dedicated team of design and support specialist will work to ensure your office's mobile representation professionally and effectively reaches your community

In addition to Sheriff Offices such as your own, our apps support Fire Departments, Police Departments, Public Health Departments, and Offices of Emergency Management across the US and Canada.

What We Do

The Sheriff App.com develops custom iPhone and Android apps for law enforcement agencies around the country. With more custom apps for Law Enforcement agencies than any other developer, The Sheriff App.com is the "App Developer of Choice".

The Sheriff App.com works with progressive organizations to develop custom iPhone and Android apps to help harness the growing number of users that leverage mobile devices, when engaging with an organization.

Our team will work with you to provide an app with a custom design, tailored to meet the needs of your office and community. We use modern design techniques to create an iPhone and Android app experience that users will never forget. By choosing TheSheriffApp.com, you gain a customized mobile application that increases the level of effective communication between your sheriff's office and community.



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Your Representative



Kevin Johnson Communication Strategist 281-686-4055

White and the second

Your Support Team





Made in the USA



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Your App

After initial discussions with Fort Bend County Sheriff's Office, our design team has developed a mockup design for the Fort Bend County Sheriff's Office.

The below features are recommendations based on our experience, you will be able to add and remove prior to development.





thesheriffapp.com

Popular Features

- · Push Notifications
- · Tip Submission
- · Integrations (JMS, RMS, CAD, etc.)
- · Inmate Search/Recent Arrests
- · Most Wanted/Warrants
- · Sex Offender Search/Mapping (Offender Watch)
- · Social Media Integration (Twitter, Facebook)
- · Press Releases
- · Sheriff Sales
- · Inmate Information
- · Resource Map
- · NWS Alerts/Weather
- Recruitment
- · Contact/Directory
- FAQ's
- · Many More!

Those that download the app will have the most up to date information from Fort Bend County Sheriff's Office. <u>The bland Factors</u> was created to help Sheriff Offices better communicate their messages to their organization and community. Our goal is to develop a core group of technology services that allows your organization to create, upload and share content specific to your organization for distribution to others around your county/Parish, State and around the world.



Testimonials

"Within a matter of a few days of this app going live, it has led to the safe return of two runaway juveniles and is currently providing information on larceny cases through the tips we have received. This app is a great community tool and hopefully we can continue to grow it."

Alan Norman, Sheriff Cleveland County, NC





Your Investment

DESCRIPTION	SUBTOTAL
OS and Android Development (Apple App Store and Google Play) for External	\$79,995
App	\$60,000
MS/Appriss, Sex Offender, Social Media, NWS, Push Notification Channels, Warrants, Inmate Search	Discount (\$) = 19995
OS and Android Development (Apple App Store and Google Play) for Internal App	\$39,995
Jp to 1,000 users.	\$20,000
	Opcount (5) -19995
OS and Android Developer Account Setup Consultation	\$995
acilitate Developer Account Creation with Client Designated Account Manger	\$0
ncluded in the total price.	Discount (%) -100
Vebsite Development	\$19,995
ressite bevelopment	440,000
Vebsite is included in total pricing.	\$10,000

The full price for Year One for External Mobile App, Internal Mobile App, and Website is \$90,000.



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DESCRIPTION	SUBTOTAL
Subsequent Year Support and Maintenance for External App	\$30,000
Subsequent Year Support and Maintenance for Internal App	\$10,000
Subsequent Year Support and Maintenance for Website	\$0
TOTAL FOR SUBSEQUENT YEARS	\$40,000

Years Two and Three will cost \$40,000 for support and maintenance for External App, Internal App, and Website.

Pricing is based on a 3 Year commitment.





Marketing Your New App

As a valuable member of TheSheriffApp.com family we have many tools available to help maximize the impact and reach of the new Fort Bend County Sheriff's Office mobile app. We have developed a comprehensive marketing package to support the launch and spread of your new mobile community feedback interaction platform.

Additionally we offer additional marketing components designed to maximize the reach and impact in the community your new app will have. These tools are specifically designed to raise awareness of your communities new mobile resource.

DESCRIPTION	PRICE	QTY	SUBTOTAL
Marketing Kit A Includes, social media graphics, press release, smart banner, digital only print kit	\$995	10	\$995 \$0 Discount -100%
Marketing Kit B Includes everything from Marketing Kit A + (1) Printed Retractable Banner + (1,000) Business Cards w/QR code and +(1) Premium video with Voice Over	\$1,995	1	\$1,995
Premium Marketing Video with Voice Over	\$1,495	1	\$1,495
Additional Printed Retractable Banner (6') with QR Code	\$245	3	\$735
Additional Printed Rack Cards with QR Code (Per 1000)	\$295	1	\$295
Table Tents with QR Code (Per 500)	\$395	1	\$395
Flyers (Per 1000)	\$295	1	\$295
Business Cards (Per 2500)	\$145	1	\$145
TOTAL TOTAL SAVINGS			\$0 \$995



thesheriftapp.com

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Your Project Process

PRE DEVELOPMENT

Subject to Client Availability Average 1-2 Week

- Contract Signature
- · Project Manager Assigned
- Account and Project Manager Align App Content with Our Internal Production Form
- Client is provided with forms and documentation for submission to Google and/or Apple for the formation of their Developer Accounts
- Project Manager finalizes content and integrations for app production

DEVELOPMENT

Contingent upon Client completion of Pre Development Average 2-4 Weeks

- Engineering develops first beta of the app with content provided on the production form.
- PM completes a quality control check to ensure content and functionality is working properly.

APP REVIEW

Subject to Client Availability Average 2 Days

- Project Manager sends iOS and Android release candidates to client for review
- Client reviews app and provides Project Manager with any change requests.
- Project Manager requests Google/Apple approve release of finalized app to App Stores (Avg 5 - 7 day lead time).

APP RELEASE

Subject to Apple/Google Release Channel Average 1-2 Weeks

- Marketing team finalizes the custom marketing kit for the client to promote the app in their community
- Account and Project Manager complete client training of app control panel
- · App is officially released to the App Store

ONGOING

 Client's Account Manger will check in quarterly to ensure that the app is operating as desired and make any changes that are necessary



Let's Work Together

THIS AGREEMENT is made between OCV, LLC ("Host") having an address at 809 2nd Avenue, Opelika, AL. 36801 and Fort Bend County Sheriff's Office ("Client") having a mailing address at 301 Jackson Street, Richmond, Texas, 77469 and is effective from Not yet accepted: Date Customer Signs Proposal to End Date: 3 Years Following Signature (Renewable Annually Thereafter)

1. SERVICES: Host agrees to provide custom mobile app development services and support.

2. BILLING AND PAYMENT:

Option 1 100% Invoiced Net 30 at Contract Signing	OR	Option 2 50% Invoiced Net 30 at Contract Signing 50% Invoiced Net 30 upon App approval for Release
	1	

Terms (Net 30)

Annual Maintenance / Subscription Payment Schedule - 2024 and Beyond

Total Annual Maintenance / Subscription Fee - Annual fee billed annually on contract anniversary date.

- TERM AND TERMINATION: This Agreement is effective as of the date of this Agreement and will extend for a period of 3 Years.
- *At the end of the initial contract period, Host will contact the customer for a renewal confirmation. Confirmation is typically communicated through email or other electronic means. Host will also send a renewal invoice 30 days prior to the expiration of this agreement. Receiving the invoice without renewal confirmation does not lock the customer into renewal. Customer will have 30 days to decline renewal. Host retains ownership of all intellectual property rights associated with the services, its technology and any enhancements or modifications thereof.
- 4. AMENDMENTS: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- ACCEPTANCE OF TERMS: Use of services provided by Host constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.



theatenflaps.com

OCV, LLC TERMS AND CONDITIONS

1. MOBILE APP CREATION AND REVIEW PERIOD: Upon execution of this contract, the OCVapps team will go to work on designing and building your app(s). At the design phase, we will solicit your initial design ideas, existing graphics and logos and use any other existing asset that you have to set the direction. A mock up / prototype will be developed using graphics and be sent to you for approval/ review. This will happen prior to the start of coding. Upon electronic approval of the prototype images, OCV, LLC will begin coding your app (contingent on having all information from the customer).

Upon completion of the code, OCV will review and test the app at all levels. Once the app passes our internal review and processes, we will upload it to the Apple iTunes Store/Google Play store for official App review and release.

Upon acceptance of the app within the iTunes store/ Google Play store, we will notify you via email/phone. After the App is released in the stores we will train you how to use the control panel and how to update your app. Total elapsed time estimate: ~ 45 - 60 days after all information is provided to Host project management staff.

- 2. OCV, LLC Features: Features will be solidified after contract acceptance.
- 3. CUSTOMER/OCV CONTROL: An OCVapp exists in two parts: the "features" and "content". The features remain static in nature. The "content" is the update-able features that the client can update. OCV will work with your team to ensure that you can edit the "content" via RSS feeds and a custom web accessible control panel. Unless requested of OCV by the client, only the client can make changes to the content within the control panel.
- 4. PUSH NOTIFICATION AND OTHER ALERT NOTIFICATIONS: An OCVapp may be instrumented with a Push notification or other Alert terminology. OCV does not warranty, suggest, or advertise that an OCVapp is designed for life saving immediate warnings. The OCVapp push notification and alert systems are simply intended to give a central location for end users to see the latest information. While it will be the intent of a push notification to be delivered to your OCVapp, it is not something that can be guaranteed. Due to the technical limitations, multiple internet connections and outside factors that are out of the control of OCV, we suggest that our warnings will almost always be delivered in less than a minute. Some instances will show quicker and others slower. There is a chance that during a storm or other emergency, information may slow due to power outages, mobile phone network shortages or outages and many other factors. In severe situations, the feed may not happen at all.

Note: Never assume that the end user has received the push notification. Due to the requirements of the marketplace, push notifications are opt-in services. A user can turn off the notifications at any time or uninstall the app.



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5. Warranties Disclaimer: Due to the many links in the overall national and regional communication networks and infrastructure (national/regional cellular/mobile communication networks and their traffic management, land-phone lines and regional switching networks, power grids, etc.) all of which are completely outside the control or monitoring of OCV, OCV disclaims any and all warranties with respect to the Client's use of an App developed by OCV, direct or indirect, including but not limited to warranties of merchantability and fitness for a particular purpose. In no event shall OCV, its affiliates, business partners, service providers, employees, agents, representatives, or shareholders be liable to customer for any incidental, consequential, indirect, special, or punitive damages (including damages due to: service failures, business or service interruptions, etc.) for any aspect of its service outside of OCV's direct control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and as of the date this Agreement is executed by both Parties, shall supersede any previous agreements or understandings, written or oral, between the Parties. All modifications to the applicable Compensation arrangement shall be in writing and signed by both Parties and shall not supersede the terms of this Agreement.

The Agreement shall commence on Not yet accepted.

The total cost of the Proposal is \$90,000.

The total cost for the subsequent years is \$40,000/year

Kevin Cumm

Kevin Cummings, CRO/Partner OCV, LLC Eric Fagan, Sheriff

Fort Bend County Sheriff's Office

We look forward to working with you!
We serve those who serve.



theshordfapp.com

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EXHIBIT B

November 27, 2023

OCV,LLC PO Box 3387 Auburn, AL 36831

Phone: 334-246-5347 | FAX: 888-779-3996

accounts@myocv.com

www.myocv.com www.TheSheriffApp.com Tax ID: 26-0510017

RE: Sole Source Products/Services

To Whom It May Concern:

This letter is to confirm that TheSheriffApp.com mobile smartphone apps are Sole Source products/services, created and sold exclusively by TheSheriffApp.com, a division of OCV,LLC.

OCV,LLC/TheSheriffApp.com is the only app development company that specializes in serving Sheriff's Offices with downloadable native iPhone and Android mobile apps. Although there are other custom app developers, TheSheriffApp.com is the only company that has specialized in serving the unique needs of Sheriffs' Offices and Public Safety for the past ten years, and now serves over eight hundred public safety agencies in more than 40 states. 100% of our design and development is in the U.S.

OCV / The Sheriff App. com mobile apps are custom created - from design to engineering - and tailored to serve the unique needs of each agency.

The Sheriff App. com has developed unique features designed to serve the Sheriff's Office, the public, incarcerated persons and their families, and county employees.

Sole Source Feature

A very specific and Sole Source feature allows OCV / TheSheriffApp.com to connect via an API with Appriss/Equifax (Vinelink) that allows users to search current inmates and request status change notifications in APP. Status change requests can be made in APP for individual inmates, once complete the citizen can choose to be alerted of these changes via email, phone (voice), or text message. We are the only custom app developer with direct access to this inmate data and the ability to register for alerts and notifications when an inmate status is changed.

In addition to our Sole Source Feature listed above, the following is a list of Proprietary Systems available to the agencies we serve include:

- OCV,LLC creates a custom-tailored Administrative Control Panel for each agency to allow for the fluid updating of content and for sending push notifications (alerts) to the phone, website, and social media.
 - a) Scheduled Push Notifications Allow administrators to schedule future alerts and notifications.
 - b) Scheduled "Hide" capability of alerts/push notifications
 - c) Permission based administrative controls Allows the agency to have several administrators with different levels of control and access. This allows the agency to engage more staff and target their specific focus in providing information to the citizens they protect.

The Sheriff App. com custom native mobile apps are a unique resource and solution for the Sheriff's Office. They allow for innovative communications with the public, by sharing important alerts, news, emergency communications, inmate information, and much more.

This product must be purchased directly by institutions from OCV,LLC/TheSheriffApp.com at the address listed above.

Sincerely,

<u>Kevin Cummings</u>

Kevin Cummings, CRO / Partner
OCV,LLC | TheSheriffApp.com | (334)221-0782 | kevin@thesheriffapp.com