ORDER: APPROVE AGREEMENT FOR MOBILE APP FOR THE SHERIFF'S DEPARTMENT

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to approve agreement for mobile app for the Sheriff's Department.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor Larry Gillespie, voted yes Supervisor David Rikard, voted yes Supervisor Chad McLarty, voted yes Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 18th day of May, 2020.

Mike Roberts, President Board of Supervisors MARIA (1 MACQ Sherry Wall, Chancery Clerk

Agreement for Service:



Custom iPhone and Android Mobile App Development



CUSTOM APPS FOR YOUR DEPARTMENT!

theSheriffapp.com, a brand of OCV, LLC

Submitted to:

Sheriff Joey East May 5, 2020 Lafayette County Sheriff's Office

Submitted by
Jay Baxter
205-305-5377 (C)
jay@thesheriffapp.com

Background - The Sheriff App.com, a brand of myOCV.com (OCV, LLC) has been developing apps for the past 10 years and has developed over 500 custom apps. OCV has primarily focused on developing custom apps for law enforcement and emergency management organizations.

Description - 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.

After initial discussions with Lafayette County Sheriff's Office, OCV developed a prototype design of what could be developed for the Sheriff's Department.

Features Include:

- 1. Submit A Tip
- 2. Social Media Digest (Facebook & Twitter)
- 3. Sheriff's Welcome
- 4. Contact Us
- 5. Resources
- 6. Jail Info (Recent Arrests, Inmate Roster, VINE, Visitor Info, Etc ...)
- 7. Sex Offenders
- 8. Warrants/Most Wanted
- 9. Where Am I
- 10. Community Feedback (Commend An Employee & Comments/Concerns)
- 11. Join Our Team (Employment Information)
- 12. Links
- 13. News
- 14. Weather
- 15. Social Media Integration
- 16. Multi-Channel Push Notifications (NWS, Amber Alerts, Traffic, Etc...)

The Sheriff App. com proposes to develop an iPhone and Android app for Lafayette County Sheriff's Office – 711 Jackson Ave. East, Oxford, MS 38655

Those that download the app will have the most up to date information from the Lafayette County Sheriff's Office.

The Sheriff App. com 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, state and around the world.

THIS AGREEMENT is made between OCV LLC, ("Host") having a mailing address at P.O. Box 3387 Auburn, AL. 36831 and:

<u>Lafayette County Sheriff's Office (MS)</u> ("Customer") having a mailing address at **711 Jackson Ave. East, Oxford, MS 38655** and is effective from

Start Date: Signature Date End Date: 1 Year

- 1. SERVICES: Host agrees to provide custom mobile app development services and support.
- 2. BILLING AND PAYMENT: Unless otherwise agreed to in writing, Customer agrees to pay Host the fees in accordance with the service rates specified in Exhibit A. Payment terms: Initial Year One invoice amount will be billed with payment due within 30 days of signature date. Customer agrees to pay annual subscription fee for subsequent years of initial contract within 30 days prior to contract anniversary date.
- 3. **TERM AND TERMINATION**: This Agreement is effective as of the date of this Agreement and will extend for a period of 12 months. Once the service is paid for, Host must deliver the service.
- * At the end of the initial contract period, Host will contact 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.
- 5. **ACCEPTANCE OF TERMS:** Use of services provided by Host constitutes acceptance of the terms and conditions contained in this agreement and any amendments thereto.

OCVapps 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 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 (the app approval can take 2-3 weeks).

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: ~ 40-60 business days after all information is provided to us.

- 2. OCVapps Features: Your OCVapp will contain the features listed on page 1.
- 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.
- 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 market place, push notifications are opt-in services. A user can turn off the notifications at any time or uninstall the app.

5. INDEMNIFICATION: 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.

Amendment A

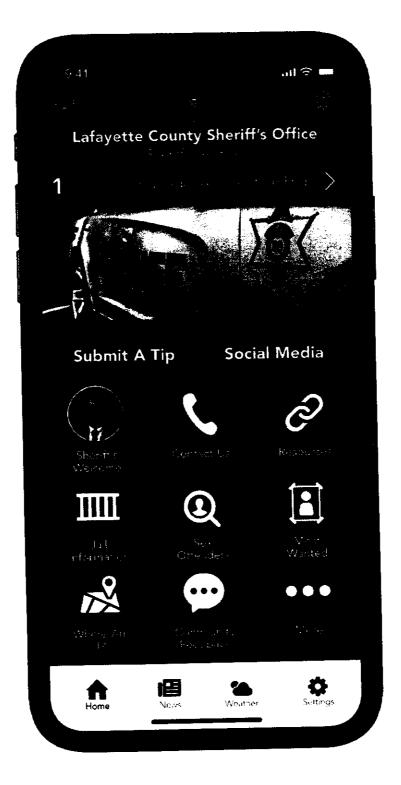
Mobile App Agreement – Lafayette County Sheriff's Office ****Agreement no longer valid if executed after 6/30/2020

Summary of Services Provided To The Lafayette County Sheriff's Office

- On Going App Consultation
- Custom App Graphics
- Custom iPhone And Android App Feature Set And Development
- Quarterly App Reviews
- On Going Maintenance And Support (Including Integrations)
- Ability To Add Features And Change App In The Future
- App Control Panel Training
- Normal Year One Price 23,835— Cornerstone Promotional Year One Price \$11,570
- Annual Maintenance & Support After Year One \$ 6,470
- App Success Launch Kit Digital File Marketing Package (\$1,495 Value No Charge) (Social Media Pages, Postcards, Business Cards and Banner)

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

Lafayette County Sheriff's Office	OCV,LLC (theSheriffapp.com)
Printed Name	Printed Name
Signature	Signature
Title	Title
Date	Date

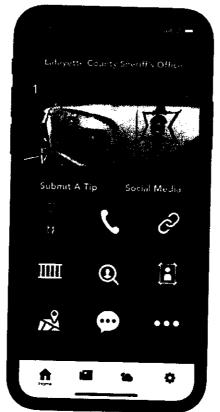


Lafayette County Sheriff's Office

Mobile App Built by >







Introducing Our **NEW** App

Navigating critical information has never been easier.

- MOST WANTED
- NOTIFICATIONS / REMINDERS
- · SUBMIT A TIP
- · CONTACT US
- SEX OFFENDERS
- SOCIAL MEDIA INTEGRATION
- MUCH MORE

Jay Baxter - jay@thesheriffapp.com - 205.305.5377

