

**Administering Agency:** Nevada County Sheriff's Office

**Contract No.** \_\_\_\_\_

**Contract Description:** **Development and maintenance of a custom mobile application**

## **PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of October 1, 2020 by and between the County of Nevada, ("County"), and OCV, LLC (TheSheriffApp.com) ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Fifty Three Thousand Nine Hundred Seventy Five Dollars (\$53,975.00).**
3. **Term** This Contract shall commence on, 12/1/2020. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 11/30/2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages  shall apply  shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a

basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

19. **Financial, Statistical and Contract-Related Records:**

- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF NEVADA:**

Nevada County Sheriff's Office  
 Address: 950 Maidu Ave.  
 City, St, Zip Nevada City CA 95959  
 Attn: Chief Fiscal Officer  
 Email: SheriffFinance@co.nevada.ca.us  
 Phone: 530-265-1471

**CONTRACTOR:**

Name of firm  
 OCV, LLC (The SheriffApp.com)  
 Address Po Box 3387  
 City, St, Zip Auburn, AL 36931  
 Attn: Kevin Cummings  
 Email: kevin@thesheriffapp.com  
 Phone: 331-221-0782

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: \_\_\_\_\_

**CONTRACTOR: OCV, LLC**

By: Kevin Cummings Date: 11/14/2020

Name: Kevin Cummings

\* Title: Vice President

By: [Signature] Date: 11/20/2020

Name: Justin Sabo

\* Title: Secretary

*\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

**Exhibits**

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements



## EXHIBIT A

### SCHEDULE OF SERVICES

TheSheriffApp.com / OCV, LLC. proposes to develop an iPhone and Android app for the Nevada County Sheriff's Office. Detailed services to be provided are listed below.

#### 1) Introduction

- a) The following is an overview of the Deliverables/services that Contractor will provide to County under this Scope of Contractor Deliverables/Financial Obligations Exhibit (herein referred to as the "Scope"), which is incorporated into the Contract:
  - i) Provide services for the consultation, design, and deployment of a Mobile Application known as the TheSheriffApp.com (herein referred to as the "Mobile Application" or "Mobile App" and described below in more detail) as requested by the County.
  - ii) Provide software updates, patches, support, and preventative maintenance for the Mobile Application in accordance with the Contractor's release schedule for both the Apple and Google Play market places.
  - iii) Provide County with updates for the Mobile Application each time there are operating system updates for either the Apple or Google Play market places.
  - iv) Provide County with documentation for configuration of the Mobile Application.
  - v) Integration of the Mobile Application to the County's Network environment as needed.
  - vi) Provide County with knowledge on basic Mobile Application operational tasks.
  - vii) Host the County's Mobile Application.
  - viii) Provide County with access and use of the Mobile Application and all associated software necessary for use of the Mobile Application.
  - ix) Provide members of the public with access and use of the public portions of the Mobile Application.

#### 2) Implementation Services. Contractor shall perform the steps/phases and services described below to implement the Mobile Application for the County (herein referred to as the "implementation" or the "Project"):

- a) **Initial Planning/Kick-Off.** Contractor shall conduct a kick-off meeting which may be conducted onsite or through a conference call as agreed upon with the County to initiate the various activities described in this Scope. The Kick-off meeting will include the following:
  - i) An introduction of individuals from the County and Contractor who will be involved in the Project and a review of roles and responsibilities of both Parties.
  - ii) A discussion of County's needs and expectations for the Project.
  - iii) A discussion of a tentative timeline for the Project.
  - iv) A definition of any critical business schedules or deployment considerations that might impact the Project's timeline.
  - v) Provide the Parties' points of contact for technical and administrative activity, email, mobile telephone, as well as after-hours contact guidelines
  - vi) A review of this Scope.
  
- b) **Information Gathering.** The Information Gathering Phase will define the functional and technical requirements for the implementation. Contractor shall communicate with the County to obtain all necessary information to successfully implement the Mobile Application.

Contractor shall identify and gather the following information:

- i) The integrations required with other systems operated by the County.
  - ii) The technical support that will be required during set-up through post-implementation.
- c) **Deliverables.** Contractor shall provide County with the following implementation Deliverables:
- i) A Project Plan and Schedule document(s) that details the activities and milestones of the project.
  - ii) Configuration Requirements that detail each of the features breakdowns and interfaces to be agreed to prior to the Mobile Application software build.
  - iii) A Mock-up that details all the Mobile Application proposed features.
  - iv) Status reports as required by the County, at agreed upon intervals (e.g. weekly), that summarize the work completed by Contractor. These reports will be used to measure the efficiency, progress, performance, and quality of the Mobile App solution.
  - v) A detailed checklist of the tasks County and Contractor need to perform to implement the Mobile App solution.
  - vi) A User Acceptance Test Plan that will be used for acceptance of each device and software installation/enhancement.
  - vii) A User Training Plan on how to train end-users who are members of the public (herein "public users") and County administrators (also referred to as "County users" or "County staff").
  - viii) A closeout notification email that will contain a summary of the Deliverables described in this section 2 and provided by Contractor to County for final acceptance of the Project.
  - ix) Interface with the inmate Feed.
- 3) **The Mobile Application.** The County shall have the right to access and use the Mobile Application and all associated software necessary for use of the Mobile Application. Contractor shall provide County with the Mobile Application that will consist of and include the following items and features:
- a) "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
  - b) "Submit a Tip" feature, will allow public users to submit information to the NCSO on a custom tip submission form and will be emailed to appropriate NCSO Team Members.
  - c) "Sheriff's Welcome" feature, which will consist of the Nevada County Sheriff's Biography and Headshot. This feature will be static control panel content.
  - d) "Agency Programs" feature, which will consist of submenu items highlighting different NCSO Programs.
  - e) "Comments / Concerns" feature, will allow public users to provide feedback / information to the NCSO on a custom submission form or will be emailed to appropriate NCSO team members.
  - f) "Warrants" feature, which will consist of an integration with RMS or feed and will pull in agreed upon fields / data.
  - g) "Jail Info / Inmate Search" feature, which will consist of the following submenu Items: Inmate Search (Integration with VINE / Appriss Safety data or JMS), Inmate Phone, Posting Inmate Bond, Sending Mail to Inmates, Sending Money to Inmates, Visitation and More.

- h) "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials , and More.
- i) "Social Media" feature, which will include icons for NCSO social media sites (Facebook, Twitter, YouTube, etc.) and feeds from Facebook and Twitter.
- j) "More" feature, which can consist of submenu Items of additional items you would like to highlight associated with NCSO or your community.
- k) "Alerts / Push Alerts" feature, which will consist of Contractor working with the NCSO to set up the desired communication channels as follows:
  - i) Multi-channel push notifications
  - ii) The County will have the ability to schedule and autohide push notifications by date and time.
  - iii) The County will have the ability to set up social media integration to enable agency to choose to send alerts and content to Facebook and Twitter feeds.
  - iv) The County will have the ability to include up to four photos with push notifications.
  - v) The Editor feature will be set up to enable the County to edit text as needed.
  - vi) The County will have an unlimited number of push notifications to send to public users.
- l) "Control panel" feature will allow the County to control the configuration and settings behind each feature through a control panel that the County will have access to, but the public users will not have access to.
- m) Contractor will design and create the Mobile Application uniquely for the County.
- n) The format of engineering for the Mobile Application will be a native application, to best interact with the native applications of phones. Neither HTML5 or Hybrid applications are approved engineering formats for the Mobile Application.
- o) The Mobile App design will feature the logo, images, colors, branding, design/layout, and features requested by NCSO.
- p) The County will be able to access the Mobile App analytics for viewing on demand through the Mobile App dashboard.
  - i) Download statistics will be provided to the County for the following platforms: Apple and Google Play market places.
  - ii) Usage statics will be provided to the County for the following: feature open counts, device platform and version, weekly session count, and top feature by time used.
  - iii) The County will be able to select the timeframe(s) for the statistics by current week, current month, past three months, past six months, and past year.
- q) Contractor will build a full mobile application launch package to help the County communicate with public users. This launch package will include all of the following:
  - i) Press release including download links for both platforms;
  - ii) Banner design 2 ½' x 8';
  - iii) Business cards design (front and reverse);

- iv) Flyer design 8 ½" x 11";
  - v) Post card design 4" x 6" format;
  - vi) Promotional Facebook graphics;
  - vii) Website Smart Banner to promote app to mobile users on NCSO website
  - viii) Promotional one-minute video with voice over.
- r) The Mobile App will be available for unlimited downloads by public users and will be free of charge to public users. Public users shall have the right to download, access, and use the public portions of the Mobile App.
  - s) "Alerts" feature, which will consist of a yellow, red, etc. ticker tape that displays the push notifications that have been sent by the NCSO within the last 24 hours
- 4) **Validation.** Contractor shall perform the following validation services:
- a) Work with the County to confirm installation and configuration by reviewing the Mobile Application on both an iOS device and the multiple brands of Android devices.
  - b) Work with the County to review the executed test plan and its results through County user acceptance testing.
  - c) Demonstrate to County, by using the User Acceptance Test Plans, that the configurations were implemented correctly and that the Devices and software are functioning and performing properly.
  - d) Work with the County to test software updates and verify compliance with County systems before implementing.
  - e) Provide County with detailed user guides that explain all the features and functions of the Mobile Application software that are configured and installed for the Project.
  - f) Provide the County with beta versions of the Mobile Application before release. The Mobile Application shall not be released to the public unless it is approved by the County.
- 5) **Training.** Contractor shall provide the following training services:
- a) Provide training with County staff/users identified by the County to participate in training for the Mobile App software prior to go live.
  - b) Train County users on all functions and features of the devices and Mobile Application software.
- 6) **Project Change Request Process.** There may be instances when the Scope or requirements of the Mobile App Project may need to be modified or the County will request a change to the Scope. In addition to the Amendment process in the Contract, the following is the procedure for a Project Change Request ("PCR"):
- a) PCR will be created by the Contractor and presented to the County for review and approval. The PCR will describe the effect that the proposed change will have on price, schedule, and other terms and conditions of this Scope.

- b) The PCR will indicate any proposed changes in services or Deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
  - c) Contractor cannot provide any additions or modifications described in a PCR unless an amendment to the Contract is signed by both Parties, as provided in the Contract.
- 7) **Roles and Responsibilities of the Parties.** In addition to any other responsibilities of the Parties provided in this Scope, the roles and responsibilities of the Parties are as follows:
- a) **Contractor Responsibilities.** Contractor shall:
    - i) Provide the services and Deliverables described in this Scope.
    - ii) Provide direction and control of Project personnel, and to provide a framework for Project communications, reporting, procedural, and contractual activity, which includes all of the following:
      - (1) Review the requirements in this Scope Exhibit and any associated document with the County project team.
      - (2) Develop and maintain implementation schedule with the County Project Manager.
      - (3) Establish and maintain project communications with the County Project Team.
      - (4) Review and administer the change request procedure with the County project manager (if necessary).
      - (5) Manage and resolve Project and Mobile App issues and work with the County project team and management to resolve deviations from the Project plan.
      - (6) Create and submit weekly status reports to the County project team and management.
      - (7) Measure, track, and evaluate progress of the Project against the implementation schedule.
      - (8) Participate in regularly scheduled meetings with the County project team.
      - (9) Coordinate and manage the activities of the Contractor's assigned personnel.
      - (10) Provide required security measures for all applications and software covered by this Contract, including CJIS, PII, and HIPAA data/information.
    - iii) Contractor shall provide its staff for the following functions:
      - (1) Project Lead or Manager, which will provide project guidance, oversight, advanced task execution, and Project monitoring and control.
      - (2) Consultant, which will provide Project execution services.
      - (3) Analyst, which will provide Project execution services with guidance.
    - iv) The Contractor shall provide updates to the Mobile Application and associated software to both the Apple and Google Play stores whenever an operating system or other system necessitates the update.
  - b) **County Responsibilities.** County Shall:
    - i) Designate a Project Manager to manage County personnel to support the Project and enforce the change request process and to provide Contractor with access, equipment, and other resources as needed to perform the Project.
    - ii) Ensure the applicable systems and personnel (including any applicable executive or project resources) are available and County is prepared to receive services on the mutually agreed upon start date.

- iii) Address requests for information from Contractor that are pertinent to the Project within two (2) business days after receiving the request, unless otherwise agreed upon by both Parties.
  - iv) Ensure that County subject matter experts, as well as key stakeholders, participate in the relevant portions of the Project.
  - v) Provide accurate and timely information, only to the extent that is necessary for Contractor to perform its obligations under this Contract, regarding network and IT infrastructure, bandwidth limitations, and environment capabilities.
  - vi) Provide decisions and content regarding Pages, Blogs, Integrations, and appropriate contacts to complete the Mobile Application.
  - vii) Review proposed release versions and provide feedback.
  - viii) Provide Apple / Google Developer account information for the County (if one is already established) or set up and provide Apple / Google Developer Account information.
- 8) **Service Management and On-Going Support.** The support services that Contractor will provide to County are as follows:
- a) **Service Availability:** Contractor shall provide telephone and on-line portals for support to approved NCSO and County Information Technology (IT) personnel identified by County. Support request from portal, email or phone call can be placed at any time and there is no limit on the number of request.
  - b) **Service Level Commitment & Support Deliverables.**
    - i) Annual Maintenance and Support Includes all of the following: full technical support, Hosting of the Mobile App and App Control Panel, including maintenance of the Mobile App control panel, app updates, content updates, training & training deck. In addition, Contractor will provide quarterly app reviews with the County.
    - ii) Contractor will maintain a minimum monthly uptime (CM) average of 98% for Devices.
  - c) **Service Requests**
    - i) Contractor provides 24-hour customer support ticket monitoring, whereby Contractor prioritizes incoming inquiries by level of severity and provide timely feedback and solutions to questions, comments, and technical issues. Additionally, Contractor continuously monitors third party (e.g. Apple, Google) news and compliance regulations, and will provide app updates and modifications on a continual basis to meet these industry standards.
    - ii) Contractor will respond to service-related incidents and/or requests submitted by the County within the following time frames:

Incident Severity	Definition	Required Response Time	Resolution Time
Tier 1 Emergency Response	software used for a critical service output is not functioning without viable alternatives. This level will be given highest Priority based on resolution time	2-4 Normal Business Hours	Maximum of 72 hours
Tier 2 Response	Software is not functioning as expected and a workaround exists with minimal impact to business activities	2-4 Normal Business Hours	Maximum of five (5) business days

## 9) Disentanglement

If directed by County, Contractor shall cooperate with County and County's other vendors and contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County to accomplish a complete transition of the services as set forth in Exhibit A to this Agreement being terminated to County or to any replacement provider designated by County, without any interruption or adverse impact on those services or any other services provided by third parties. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including but not limited to providing to County or any new service provider all requested information or documentation required to assist County in effecting a complete transition to the new service provider. Contractor shall provide all information or documentation regarding the services to be transitioned, including but not limited to data conversion tables, client files, interface specifications, and training materials. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: a) the Disentanglement is completed to the County's reasonable satisfaction, or b) twelve (12) months after the expiration of the then-current Term of the Agreement.

## 10) Return, Transfer and Removal of Data and other Assets

- a) Upon termination of this Agreement, Contractor shall return to County all County-furnished assets in Contractor's possession.
- b) Upon termination of this Agreement, Contractor shall ensure that any and all of County's data maintained by Contractor is extracted in a commercially recognized format acceptable to County prior to the termination date or the completion of the Disentanglement period, whichever is later, and that said data is securely transmitted to County or County's designee.

## 11) Intellectual Property:

- a) All original photographs, diagrams, plans, documents, information, reports, and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Contractor agrees that it will not, without County's consent, use personal data collected on behalf of County other than for the performance of the Services or other uses permitted by this Agreement or under applicable law. Further, Contractor agrees that it will not sell, or intentionally transfer or release, to any third party personal data that Contractor has collected in performing the Services, except as may otherwise be required by this Agreement or applicable law, and that it will take commercially reasonable measures to prevent the unauthorized release of any such third party personal data.
- b) Contractor shall back up all databases at least twice during the working day. Contractor shall back-up all County data to secure cloud-based storage.

- c) Upon the termination of this Agreement, Contractor agrees to return or transfer to County, in a mutually acceptable format, all data maintained by Contractor under this Agreement within fifteen (15) business days after Contractor.

**County Contacts**

Project Management:

Andrew Trygg

[Andrew.Trygg@co.nevada.ca.us](mailto:Andrew.Trygg@co.nevada.ca.us)

530-265-1471

Fiscal:

Chief Fiscal and Administrative Officer

Rolf Kleinhans

[SheriffFinance@co.nevada.ca.us](mailto:SheriffFinance@co.nevada.ca.us)

530-265-1471



**EXHIBIT B**

**SCHEDULE OF CHARGES AND PAYMENTS**

**Production Timeline (Expected Timeline 6 to 8Weeks)**

- Receipt of Approval from Nevada County Sheriff's Office
- Kick Off / Hand off Call
- Confirmation of desired features & mobile app mockup approval
- Conversation w/ Vendors to establish desired Feeds / Integrations
- Nevada County Sheriff's Office to receive Weekly updates from Production Manager/Project Management Team
- Release Candidate to be delivered to Nevada County Sheriff's Office for approval before uploading to store
- Training on CMS / Control Panel & App
- Marketing Kit / Launch Kit
- Upload App to the store and launch app to staff and citizens

Maximum Limit & Fee Schedule

<u>Maximum Limit and Fee Schedule</u>		
Year 1	After execution and delivery of Mockup	\$10,000
	Final Acceptance of Project	\$9,995
	Maintenance Included	
Year 2	Maintenance on Anniversary Date of acceptance	\$8,495
Year 3	Maintenance on Anniversary Date of acceptance	\$8,495
Year 4	Maintenance on Anniversary Date of acceptance	\$8,495
Year 5	Maintenance on Anniversary Date of acceptance	\$8,495
	TOTAL	\$53,975

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

Payment Schedule:

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Submit all invoices to:

Nevada County Sheriff's Office  
Address: 950 Maidu Ave.  
City, St, Zip Nevada City CA 95959  
Attn: Chief Fiscal Officer  
Email: SheriffFinance@co.nevada.ca.us

Phone: 530-265-1471

Payment Schedule

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- (iii) **Technology Professional Liability Errors and Omissions Insurance** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
  - a. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Contractor. If not covered under the Contractor’s liability policy, such “property” coverage of the County may be endorsed onto the Contractor’s Cyber Liability Policy as covered property as follows:
  - b. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County that will be in the care, custody, or control of Contractor.
  - c. The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.
- (iv) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The

County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

**Contractor Name: OCV, LLC (The SheriffApp.com)**

**Description of Services: Development and maintenance of a custom mobile application**

**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:** NA **Max Multi-Year Price:** \$53,975.00  
 FY 20/21 = \$19,995  
 FY 21/22 = \$ 8,495  
 FY 22/23 = \$ 8,495  
 FY 23/24 = \$ 8,495  
 FY 24/25 = \$ 8,495

**Contract Start Date:** 10/1/2020 **Contract End Date:** 9/31/2025  
**Liquidated Damages:** NA

**INSURANCE POLICIES**

**FUNDING:**

Commercial General Liability (\$2,000,000)	<b>0101 20201 151 1000</b>
Worker's Compensation (Statutory Limits)	
Technology Professional Liability (E&O) (\$2,000,000)	

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: NA \_\_\_\_\_

**NOTICE & IDENTIFICATION**

**COUNTY OF NEVADA:**  
Nevada County Sheriff's Office

**CONTRACTOR:**  
OCV, LLC (TheSheriffApp.com)

**Address:** 950 Maidu Ave.  
**City, St, Zip** Nevada City CA 95959  
**Attn:** Chief Fiscal Officer  
**Email:** SheriffFinance@co.nevada.ca.us  
**Phone:** 530-265-1471

**Address** PO Box 3387  
**City, St, Zip** Auburn, AL 36831  
**Attn:** Kevin Cummings  
**Email:** kevin@thesheriffapp.com  
**Phone:** 334-221-0782

**Contractor is a:** (check all that apply)

- Corporation:  Calif.,  Other,  LLC,
- Non- Profit  Corp  Yes  No
- Partnership:  Calif.,  Other,  LLP,  Limited
- Person:  Individ.,  Dba,  Ass'n  Other

**EDD Worksheet Required**  
Yes  No

**ATTACHMENTS**

- Exhibit A:**Schedule of Services  
**Exhibit B:**Schedule of Charges and Payments  
**Exhibit C:**Insurance Requirements