

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

### ADDENDUM TO OCV, LLC'S AGREEMENT

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

WHEREAS, subject to the changes herein, the parties have executed and accepted OCV's Proposal, issued April 30, 2024, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of development and support services concerning an iPhone and Android App for the County (the "Services"); and

WHEREAS, County desires that OCV provide Services as will be more specifically described in this Agreement; and

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

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

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

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

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

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

#### AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective upon execution of both parties, and shall expire no later than three (3) years thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.

3. **Scope of Services.** Subject to this Addendum, OCV will render Services to County as described in Exhibit A. All performance of the Scope of Services by OCV including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoices. OCV may submit invoices electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). If County disputes charges related to the invoice(s) submitted by OCV, County shall notify OCV no later than twenty-one (21) days after the date County receives the invoice(s). If County does not dispute the invoice(s), then County shall pay each such approved invoice(s) within thirty (30) calendar days. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
5. **Limit of Appropriation.** OCV clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Eighty-Two Thousand, One Hundred Thirty-Five dollars and 50/100 (\$82,135.50), specifically allocated to fully discharge any and all liabilities County may incur. OCV does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that OCV may become entitled to and the total maximum sum that County may become liable to pay to OCV shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-Two Thousand, One Hundred Thirty-Five dollars and 50/100 (\$82,135.50). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act and Open Meetings Act.** OCV 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 OCV 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 and this Addendum are not proprietary or confidential information.

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

7. **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 OCV for any reason are hereby deleted.
8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by OCV in any way associated with the Agreement.
9. **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, OCV hereby verifies that OCV 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, OCV 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, OCV 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, OCV 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.

10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, OCV 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.
12. **Use of Customer Name.** OCV may use County's name without County's prior written consent only in any of OCV's customer lists, any other use must be approved in advance by County.
13. **Product Assurance.** OCV represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by OCV to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. OCV will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of OCV's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and OCV's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the parties.
14. **Performance Warranty.** OCV warrants to County that OCV has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and OCV 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.

OCV warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A and Exhibit B.

15. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
16. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request by County, the County will be able to retrieve a copy of County data from OCV in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
20. **Compliance with Laws.** OCV shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, OCV shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
21. **Confidential Information.** OCV acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by OCV or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by OCV shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by OCV) publicly known or is contained in a publicly available document; (b) is rightfully in OCV's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by

employees or agents of OCV who can be shown to have had no access to the Confidential Information.

OCV agrees to hold Confidential Information in strict confidence, using at least the same degree of care that OCV uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. OCV shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, OCV shall advise County immediately in the event OCV learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and OCV will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or OCV against any such person. OCV agrees that, except as directed by County, OCV will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, OCV will promptly turn over to County all documents, papers, and other matter in OCV's possession which embody Confidential Information.

OCV acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. OCV acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

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

**22. Termination.**

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

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

(a). If OCV fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

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

- 22.3. If, after termination, it is determined for any reason whatsoever that OCV was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 22.1 above.
- 22.4. Upon termination of this Agreement, County shall compensate OCV in accordance with § 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. OCV's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.
- 22.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to OCV.
- 22.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 22.7. Upon termination of this Agreement for any reason, if OCV has any property in its possession belonging to County, OCV will account for the same, and dispose of it in the manner the County directs.
23. **Independent Contractor.** In the performance of work or services hereunder, OCV shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of OCV or, where permitted, of its subcontractors. OCV and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
24. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

26. **Notices.**

26.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

26.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department  
Attn: Information Technology Director  
301 Jackson Street  
Richmond, Texas 77469

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

Contractor: OCV, LLC  
Attn: Kevin Cummings  
P.O. Box 2010  
Opelika, Alabama 36803

26.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 26.1 and 26.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

26.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.


26.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

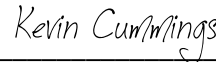


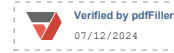
IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

  
\_\_\_\_\_  
KP George, County Judge

**OCV, LLC**

  
\_\_\_\_\_  
Authorized Agent – Signature



July 23, 2024

Date

**Kevin Cummings**

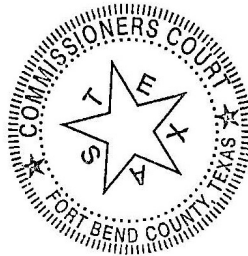
\_\_\_\_\_  
Authorized Agent- Printed Name

**CRO / Partner**

\_\_\_\_\_  
Title

07/12/2024

\_\_\_\_\_  
Date



ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED:

  
\_\_\_\_\_  
Information Technology Department

#### AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$82,135.50 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

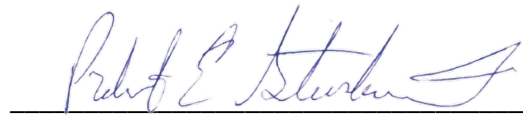
  
\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: OCV's Proposal, issued April 30, 2024; and  
Exhibit B: OCV's Sole Source Letter

I:\AGREEMENTS\2024 Agreements\IT\OCV, LLC (24-IT-100787)\Addendum to OCV, LLC's Agreement.docx aw

# Exhibit A



# HOMELAND SECURITY AND EMERGENCY MANAGEMENT FORT BEND COUNTY, TX

Mobile App

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Prepared for

**Homeland Security and Emergency Management Fort Bend County,  
TX**

Gregory Babst  
Emergency Management Coordinator  
[gregory.babst@fbctx.gov](mailto:gregory.babst@fbctx.gov)

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**OCV LLC**

PO Box 2010

Opelika, AL 36803  
US

# 1 YOUR INVESTMENT

#20240430-141351664

**Issued**  
April 30, 2024  
**Expires**  
July 29, 2024

The pricing of this agreement shall continue for a period of 3 years (Renewable annually thereafter)

| Products & Services   | Billing Frequency | Quantity | Unit price        | Price                               |
|---|-------------------|----------|-------------------|-------------------------------------|
| Mobile App Development (IOS/Android) - Tier 7   |                   | 1        | \$25,990.00       | \$19,492.50 after 25% discount      |
| Mobile App Annual Support & Maintenance - Tier 7  | Annually          | 1        | \$12,995.00 /year | \$12,345.25 /year after 5% discount |
| NWS Rebroadcast   | Annually          | 1        | \$995.00 /year    | \$945.25 /year after 5% discount    |
| Premium Digital + Printed Marketing Kit<br>Digital Downloads, 6 ft.<br>Printed Promo Banner, 1K<br>Printed Cards w/QR Code, |                   | 1        | \$1,995.00        | \$0.00 after 100% discount          |

| <b>Products &amp; Services</b>   | <b>Billing Frequency</b> | <b>Quantity</b> | <b>Unit price</b> | <b>Price</b>                        |
|--|--------------------------|-----------------|-------------------|-------------------------------------|
| Promo Video w/Voiceover  |                          |                 |                   |                                     |
| Multi-Menu / Markets (OEM, Fire, HAZMAT, etc)<br>Multi-Menu / Markets (OEM, Fire, HAZMAT, etc)           |                          | 1               | \$4,995.00        | \$0.00 after 100% discount          |
| Multi-Menu / Market Annual<br>Multi-Menu / Market Annual   | Annually                 | 1               | \$3,327.78 / year | \$0.00/ year after 100% discount    |
| Integrations (Social Media, ARCGIS/ESRI, CAD, etc)<br>Integrations (Social Media, ARCGIS/ESRI, CAD, etc) | Annually                 | 1               | \$2,995.00 / year | \$2,845.25 / year after 5% discount |
| Physical Translate in up to 3 Languages<br>Physical Translate in up to 3 Languages                       | Annually                 | 1               | \$4,995.00 / year | \$4,745.25 / year after 5% discount |

|                       |                            |
|-----------------------|----------------------------|
| Annual subtotal       | \$20,881.00                |
|                       | after \$4,426.78 discount  |
| One-time subtotal     | \$19,492.50                |
|                       | after \$13,487.50 discount |
| <b>Year One Total</b> | <b>\$40,373.50</b>         |

# 2 LET'S WORK TOGETHER

OCV, LLC proposes to develop an iPhone and Android app for Homeland Security and Emergency Management Fort Bend County, TX.

THIS AGREEMENT is made between OCV, LLC ("Host") having an address at 809 2nd Avenue, Opelika, AL. 36801 and Homeland Security and Emergency Management Fort Bend County, TX ("Client") having a mailing address at , , , and is effective from 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:**

Annual Maintenance / Subscription Payment Schedule - 2025 and Beyond

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

3. **\*TERM AND TERMINATION:** The term of this agreement shall begin as of the effective date (date of signatures of both parties) and shall continue thereafter 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.

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.

# 3 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.

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, together with the following Attachments, constitute 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 date of customer signature.

The total cost of the agreement is outlined in Section One (1) - Your Investment.

## Signature

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**Signature**

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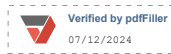
**Date**

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**Printed name**

## Countersignature

*Kevin Cummings*



07/12/2024

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**Countersignature**

---

**Date**

Kevin Cumming CRO / Partner

---

**Printed name**

Download

Print

# Exhibit B

July 9, 2024

OCV,LLC  
PO Box 3387  
Auburn, AL 36831  
Phone: 800-381-8321 | FAX: 888-779-3996  
accounts@myocv.com

[www.myocv.com](http://www.myocv.com)

[www.TheSheriffApp.com](http://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 and myEMAApp.com mobile smartphone apps are Sole Source products/services, created and sold exclusively by OCV,LLC.

OCV,LLC is the only app development company that specializes in Public Safety Mobile App Development with downloadable native iPhone and Android mobile apps. Although there are other custom app developers, OCV, LLC 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 mobile apps are custom created - from design to engineering - and tailored to serve the unique needs of each agency.

### ***Sole Source Features***

***OCV, a developer of mobile applications, has built an app for the Fort Bend County Sheriff's Office in Texas. A notable sole source feature we have is the ability to send push notifications to two different apps developed by OCV: the Sheriff's Office app and the Emergency Management app. This unique functionality enables seamless communication and notifications between the two apps, enhancing the efficiency and responsiveness of both departments.***

***Additionally, OCV has the ability to implement deep linking in each respective app, allowing users to easily navigate between the Fort Bend County Sheriff and Emergency Management apps. This unique functionality enhances communication, efficiency, and user experience for both departments.***

***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:

- 1) 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.

OCV's custom native mobile apps are a unique resource and solution. 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,

***Kevin Cummings***

Kevin Cummings, CRO / Partner

OCV,LLC | TheSheriffApp.com | (334)221-0782 | [kevin@thesheriffapp.com](mailto:kevin@thesheriffapp.com)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
OCV LLC  
AUBURN, AL United States

**Certificate Number:**  
2024-1185434

**Date Filed:**  
07/10/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Homeland Security and Emergency Management Fort Bend County

**Date Acknowledged:**  
07/23/2024

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
24-IT-100787  
Mobile app development

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|--|---------------------------------------|--------------|
|   |                          |  | Controlling                           | Intermediary |
|   | Halverson, Eric          | Opelika, AL United States                | X                                     |              |
|   | Cummings, Kevin          | Opelika, AL United States                | X                                     |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |
|   |                          |  |                                       |              |

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)