



## AGREEMENT FOR FIRST RESPONDER WELLNESS AND MENTAL HEALTH APPLICATION DEVELOPMENT SERVICES

THIS AGREEMENT FOR FIRST RESPONDER WELLNESS AND MENTAL HEALTH APPLICATION DEVELOPMENT SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **OCV, LLC**, a limited liability company duly organized in the state of Alabama and authorized to do business in the state of Florida (EIN: 26-0510017) ("Developer").

**WHEREAS**, on March 8, 2024, City issued a Request for Proposal for the provision of development services for a first responder wellness and mental health application, RFP No.: OPD/240443 (the "Solicitation"); and

**WHEREAS**, six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by OCV, LLC scored the highest by a City evaluation committee; and

**WHEREAS**, Developer was chosen as the intended awardee to provide development services for a first responder wellness and mental health application (the "Project"); and

**WHEREAS**, Developer certifies that Developer is qualified and possesses the required experience and licensure.

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Developer agree as follows:

1. **RECITALS.** City and Developer hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Developer shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
  - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 

Exhibit A:	Scope of Work (A-1 through A-2)
Exhibit B:	Developer Proposal (B-1 through B-18)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.
3. **SCOPE OF SERVICES.** Developer shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Developer to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Developer an amount no greater than **NINETEEN THOUSAND, TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$19,220)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory performance of application development and maintenance services in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Developer Proposal**.
  - A. **Invoice Submission.** All invoices submitted by Developer shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Developer shall submit the



original invoice through the responsible City Project Manager at: **Ocala Police Department**, Attn: **Joshua Sasso, 402 S. Pine Avenue, Ocala, Florida, 34471**, E-Mail: [jsasso@ocalapd.gov](mailto:jsasso@ocalapd.gov).

- B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Developer; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Developer within **THIRTY (30)** calendar days of the Developer's remedy or resolution of the inadequacy or defect.
  - D. **Excess Funds.** If due to mistake or any other reason Developer receives payment under this Agreement in excess of what is provided for by the Agreement, Developer shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Developer's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
  - E. **Amounts Due to the City.** Developer must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Developer may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Developer shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Developer be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. Developer shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Developer be allowed to lag behind.
  - B. **All data collection shall be completed by Developer in a manner satisfactory to the City Project Manager within FORTY-FIVE (45) days of the start date indicated on the Notice to Proceed, and development shall be completed within FORTY-FIVE (45) days of data collection completion.**
  - C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain



more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

6. **MAINTENANCE AND SUPPORT AGREEMENT.** The maintenance and support agreement for the first responder wellness and health application shall become effective and commence on **ONE YEAR AFTER FULL CONTRACT EXECUTION** and continue in effect for a term of **ONE (1) YEAR** (the "Term"). The maintenance and support agreement may be renewed for additional **ONE (1) YEAR** periods by written consent between City and Developer.
  - A. **COMPENSATION.** City shall pay Developer an amount no greater than **THIRTEEN THOUSAND AND NO/100 DOLLARS** for annual application maintenance and support services.
  - B. **Price Adjustments.** Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, **no later than NINETY (90) DAYS** prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT (3%)** annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Developer's proposed price increases. Developer must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Developer is expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
  - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
  - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Developer performance shall be extended for a number of days equal to the duration of the force majeure. Developer shall be entitled to an extension of time only and, in no event, shall Developer be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.



7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Developer shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Developer under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Developer in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the City Project Manager's review of Developer's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Developer's work in progress or for the means, methods, techniques, sequences, or procedures or safety precautions or programs incident Developer's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Developer to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Developer written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Developer by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Developer fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
  - (2) Developer provides material that does not meet the specifications of the Agreement;
  - (3) Developer fails to complete the work required within the time stipulated in the Agreement; or
  - (4) Developer fails to make progress in the performance of the Agreement and/or gives City reason to believe that Developer cannot or will not perform to the requirements of the Agreement.
- B. **Developer's Opportunity to Cure Default.** City may, in its sole discretion, provide Developer with an opportunity to cure the violations set forth in City's notice of default to Developer. Developer shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Developer to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.



- C. **City's Remedies Upon Developer Default.** In the event that Developer fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
  - (2) City shall be entitled to hire another Developer to complete the required work in accordance with the needs of City;
  - (3) City shall be entitled to recover from Developer all damages, costs, and attorney's fees arising from Developer's default prior to termination; and
  - (4) City shall be entitled to recovery from Developer any actual excess costs by: (i) deduction from any unpaid balances owed to Developer; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Developer without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Developer shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Developer shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Developer as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Developer agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Developer also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Developer's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any firm who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **DEVELOPER REPRESENTATIONS.** Developer expressly represents that:
- A. Developer has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Developer under this Agreement.
  - B. Developer has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Developer in the Contract Documents, and that the City's written resolution of same is acceptable to Developer.



- C. Developer is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
  - D. **Public Entity Crimes.** Neither Developer, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Developer understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Developer further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **DEVELOPER RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Developer:
- A. Developer shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
  - B. Developer shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
  - C. Developer shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
  - D. Developer shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
  - E. Developer shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Developer and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Developer or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Developer. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Developer shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Developer's operations and



covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Developer does not own vehicles, Developer shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Developer's Commercial General Liability policy or separate Commercial Automobile Liability policy.

17. **GENERAL LIABILITY INSURANCE.** Developer shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
  - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
  - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
  - C. Policy must include coverage for contractual liability and independent contractors.
  - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Developer as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
  - C. Developer shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - D. Developer shall waive and shall ensure that Developer's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Developer's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
  - E. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
19. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Developer shall procure and maintain, for a period of not less than Five (5) Years from the date of acceptance of the work by the City, a policy of professional liability/error and omissions insurance in an amount not less than One Million Dollars (\$1,000,000) per claim.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
  - A. Developer's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Developer shall not be interpreted as limiting Developer's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Developer's interests or liabilities or to protect Developer from claims that may arise out of or result from the negligent acts, errors, or omissions of Developer, any of its agents or subcontractors, or for anyone whose negligent act(s) Developer may be liable.
  - B. No insurance shall be provided by the City for Developer under this Agreement and Developer shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.



- C. **Certificates of Insurance.** No work shall be commenced by Developer under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Developer allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Developer shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).** Developer's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Developer's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Developer's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Developer to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Developer. Developer's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Developer shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
21. **SAFETY/ENVIRONMENTAL.** Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Developer shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Developer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
  - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and





C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Project.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Developer, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Developer. Developer's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Developer or any other persons or organizations having a direct contract with Developer, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Developer or any other persons or organizations having a direct contract with Developer, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Developer, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Developer, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Developer shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Developer's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
25. **INDEPENDENT CONTRACTOR STATUS.** Developer acknowledges and agrees that under this Agreement, Developer and any agent or employee of Developer shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Developer nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Developer nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion



over the manner or methods employed by Developer in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide Developer with access to all City facilities as is reasonably necessary for Developer to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Developer under this Agreement be abandoned, or should Developer become insolvent, or if Developer shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** Developer shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Developer shall:
  - A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Developer does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Developer or keep and maintain public records required by the public agency to perform the service. If Developer transfers all public records to the public agency upon completion of the contract, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**



30. **AUDIT.** Developer shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
31. **PUBLICITY.** Developer shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
32. **E-VERIFY.** Pursuant to section 448.095, Developer shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Developer shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Developer certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Developer understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Developer may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Developer shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
33. **CONFLICT OF INTEREST.** Developer is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Developer shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Developer's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
34. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
35. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
36. **INDEMNITY.** Developer shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Developer, its agents, and employees.
37. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all



performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

38. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Developer: OCV, LLC  
 Attention: Anthony Seguin  
 809 2<sup>nd</sup> Avenue  
 Opelika, Alabama 36801  
 Phone: 941-713-3660  
 E-mail: [aseguin@myocv.com](mailto:aseguin@myocv.com)

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer  
 City of Ocala  
 110 SE Watula Avenue, 3rd Floor  
 Ocala, Florida 34471  
 Phone: 352-629-8343  
 E-mail: [notices@ocalafl.gov](mailto:notices@ocalafl.gov)

Copy to: William E. Sexton, Esq., City Attorney  
 City of Ocala  
 110 SE Watula Avenue, 3<sup>rd</sup> Floor  
 Ocala, Florida 34471  
 Phone: 352-401-3972  
 E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

39. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

40. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND



NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

41. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
42. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
43. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
44. **MUTUALITY OF NEGOTIATION.** Developer and City acknowledge that this Agreement is a result of negotiations between Developer and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** Developer, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.



- 50. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 51. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on 1/31/2025

**ATTEST:**

**CITY OF OCALA**

Signed by:  
*Angel B. Jacobs* \_\_\_\_\_  
8DB3574C28E54A5...  
 City Clerk

DocuSigned by:  
*Peter Lee* \_\_\_\_\_  
5BB28E162F2E4C2...  
 City Manager

**Approved as to form and legality:**

**OCV, LLC**

Signed by:  
*William E. Sexton, Esq.* \_\_\_\_\_  
B07DCFC4E86E429...  
 City Attorney

Signed by:  
*Kevin Cummings* \_\_\_\_\_  
AA95F099140440A...

By: Kevin Cummings  
(Printed Name)

Title: CRO / Partner  
(Title of Authorized Signatory)

**BACKGROUND**

Developer will create a mobile-based wellness and mental health application for police officers and first responders for Ocala Police Department (OPD) and for the Ocala Fire Rescue (OFR). The app will provide on-demand wellness techniques, suicide prevention, resilience, physical fitness, nutrition, and any other behavioral health and wellness. The wellness app is expected to significantly enhance mental health, reducing stress and burnout, while simultaneously improving job performance and resilience within the force. The goal is to have a one stop shop for health and mental wellness for staff.

**SCOPE OF SERVICES**

1. The Application must be able to meet or exceed the following specifications and requirements:
  - A. Evidenced-based screening tools for self-assessments.
  - B. Apple and Android compatible.
  - C. Ability to access and utilize meditation and mindfulness resources.
  - D. Customizable so that the agency may add new information to it on an as needed basis.
  - E. Protect the anonymity of members who access it and does not infringe on HIPPA. No one must not be able to see who's utilizing the services that are offered inside whether they are mental, physical, or other.
  - F. Track the activity of the application to determine what areas of focus is of most importance to staff to further aid in those areas. Utilization does not need to be captured.
  - G. Send notifications through the app that users can set to be turned on so that they can be aware of new features / programs.
  - H. Must have areas where we can add community partners as we currently partner with several outside entities.
  - I. Provide a list of additional mental health and wellness resources that can be accessed by users of the system.
  - J. Provide access to services for first responders and is available 24 hours a day and seven days a week.
  - K. Provide a list of additional mental health and wellness resources that can be accessed by users of the system.
  - L. Provide a list of emergency contact numbers that are available 24 hours a day and seven days a week for crisis situations.

**TECHNOLOGY REQUIREMENTS**

1. Developer must provide evidence of compliance, in the form of a current Attestation of Compliance.
2. Developer must always maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS).
3. Developer must acknowledge its responsibility for securing stored cardholder data, in accordance with the PCI Data Storage guidelines and resides in the United States.

**Exhibit A – SCOPE OF WORK****CONTRACT# OPD/240443**

4. Developer must acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations.
5. Developer must validate data sanitization with a certificate of data destruction, to contract-designated city personnel and/or the Information Technology department; within a reasonable timeframe, not to exceed 60 days.
6. Developer must notify the City, within 72 hours of discovering that they have experienced a data breach, intrusion, or otherwise unauthorized access to stored cardholder data.
7. Developer must agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to their agency.
8. Developer must agree to assume responsibility for informing affected individuals (as per applicable law) to indemnify and hold harmless City of Ocala and its officers, and its employees from and against any claims, damages, or other harm related to the discovered breach.

**DEVELOPER RESPONSIBILITIES**

1. The Developer shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Developer shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
3. Data collected by the Developer shall be in a format compatible with, or easily converted to, the City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
4. The Developer shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
5. The Developer shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees.

**CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala will furnish the following services/data to the Developer for the performance of services:
  - A. Access to City buildings and facilities to perform the work.
  - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Developer's responsibilities.
2. The City reserves the right to purchase any materials for the Developer to use. The Developer shall not charge a mark-up fee for material furnished by the City.



**RFP#OPD/240443: First Responder Wellness & Mental Health Application  
Development Services.  
City of Ocala FL**

**OCV, LLC**  
809 2nd Ave  
Opelika, AL 36801

Anthony Seguin  
941-713-3660  
[asequin@myocv.com](mailto:asequin@myocv.com)

Transmittal Letter

Corporate Name: OCV, LLC

Corporate Address: 809 2nd Ave Opelika, AL 36801

Number of Employees: 75

Years in Business: 15

Corporate Phone Number: 800-381-8321

**OCV, LLC Lead Team Member of Ocala Wellness App: Anthony Seguin**

**OCV, LLC Team Members: Josh Carter, Rob Beaty**

**OCV, LLC has received, read and understands all procedures and criteria associated with the submittal requirements, and understands that all terms and conditions contained herein may be incorporated into a resulting contract.**

*Anthony Seguin*  
Public Safety Advisor

## Message from our Founder

Dear OPD and OFR Leadership,

I want to take this opportunity to thank you for your thoughtful consideration of our proposal. As I know you're aware, the mobile space is the dominant information sphere for an ever expanding segment of our population. The need for civic minded organizations to effectively communicate with and better serve their communities is what first inspired me to start the company over 15 years ago.

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

Being in on the ground floor of the mobile space has allowed our company to grow along with the technological advancements which now allows us to offer you the absolute best in reliable and effective communication tools to not only help your office effectively serve, but to actively engage your staff and build a resilient team that has the resources they need to successfully serve your community.

As you will see outlined below, our proposed solution is custom tailored to ensure your office puts its best foot forward, can actively inform and provide on demand resources that your staff can access in their own time, and 24 hours a day. Our solution also gives you the access to provide push notifications through the app as a secondary means of reaching out to your staff.

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

By putting the app in the pocket of your most valuable asset, we help build a stronger, safer and more resilient team, and that is what drives us to continue to provide the absolute best product available on the market today.

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

Eric Halverson

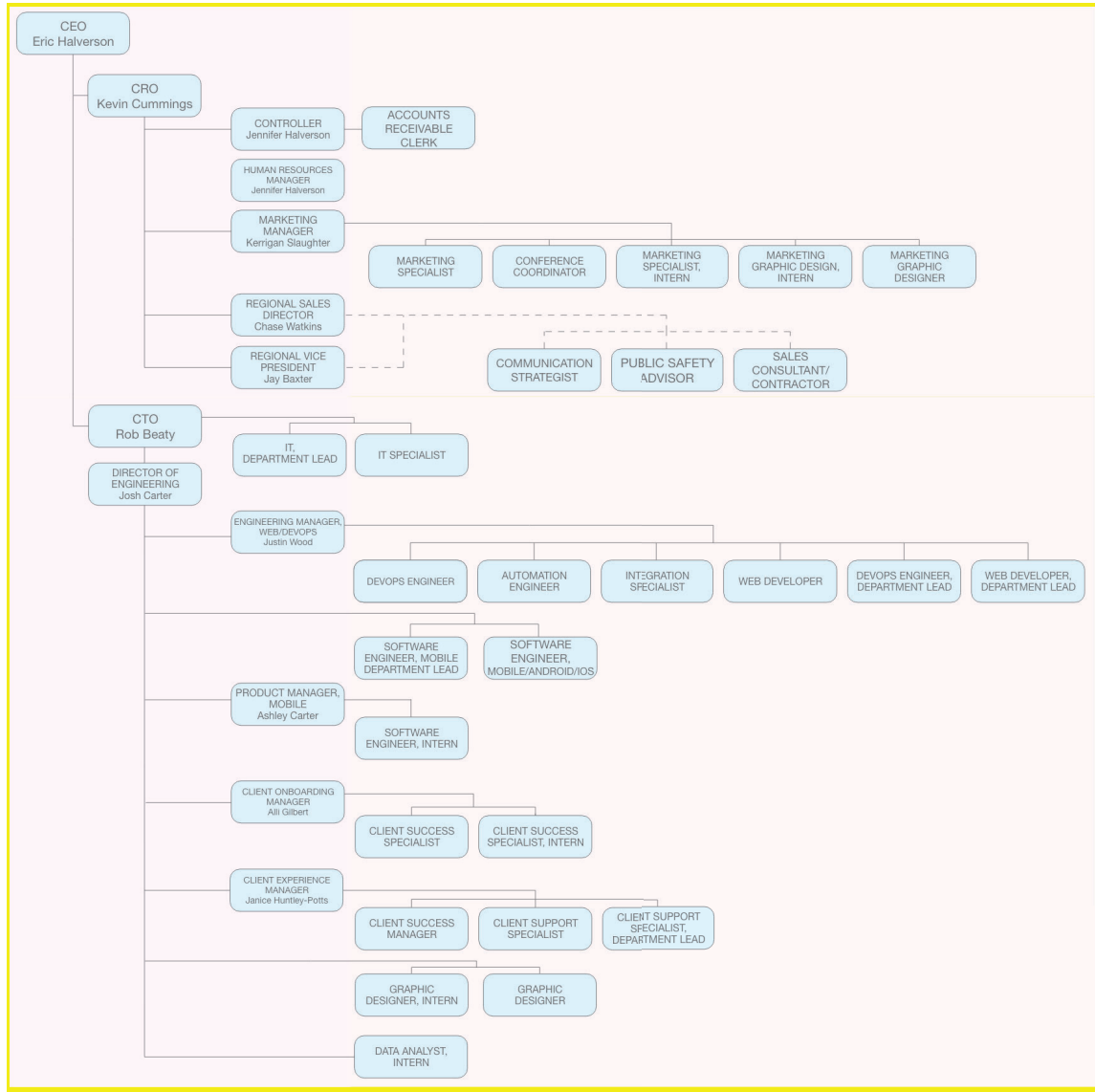
**Company History**

OCV, LLC has been in business for over 15 years, developing iOS and Android apps for public safety agencies throughout the United States and Canada. OCV, LLC has developed over 1,000 native iOS and Android mobile apps. In addition to external public safety agencies, OCV, LLC has also developed mobile health and wellness applications for public safety agencies just as this requested project is designed to do. Our Health and Wellness mobile apps have been developed through a vetted and established relationship with Mental Health America.

Our mission is to “Serve.” Being a leading app developer has allowed our company to work with clients with varying size agencies, populations and resources. This has allowed our team to understand and share the successes and industry best practices with clients and potential clients so that they have the best resources at their disposal.

The OCV, LLC corporate office is based in Opelika Alabama and performs work associated with building our clients apps from this location. We employ a full time staff of approximately 60 employees and expect to have approximately 3-5 employees engaged in this project during the build process. These employees include a member of our Public Safety Advisor, a project manager that will be assigned to ensure that your project moves seamlessly through the build process, and developers and engineers who will be responsible for ensuring your app has the proper functionality and features desired. In addition, our marketing team will ensure you have the graphics and marketing material to ensure that you have the correct materials to share this valuable resource with your staff. Finally, our client success team works closely with the client and Public Safety Advisor to ensure the client’s user experience is exceptional throughout the duration of the agreement.

OCV, LLC Organizational Chart



**Key Personnel Descriptions**

**Public Safety Advisor:** Public Safety Advisor at OCV, LLC play a pivotal role in ensuring that our applications meet the needs and standards of public safety agencies. The Public Safety Advisor will collaborate closely with the client to understand their requirements, provide expert advice on which features will meet their needs, and recommend enhancements to optimize the safety and wellbeing of your staff. Once your app is complete, the Public Safety Advisor will continue to be your account representative.

Percentage of time devoted to the project: 10%

**Project Manager / Client Success :** OCV, LLC App development process is managed by our Project Management team. This team is responsible for managing project timelines, benchmarks, and review processes during the development process. TThe project managers measure development status and updates via Clubhouse software. Project managers communicate with both the client and communications strategist to gather information and assist with information dissemination to the developers and engineers building the app.

Percentage of time devoted to the project: 30%

**Lead Developer:** A Lead Developer guides a software development team by overseeing technical project aspects, ensuring robust system architecture, and maintaining code quality. They mentor junior developers, assist with project management, and resolve complex programming issues. Additionally, Lead Developers stay abreast of industry trends and lead innovation efforts. This role requires strong leadership, critical thinking skills, and a solid background in software development, alongside effective communication to liaise between the team, management, and other stakeholders.

Percentage of time devoted to the project: 20%

**Lead Engineer:** A Lead Developer and a Lead Software Engineer both play key roles in software development teams, overseeing technical project aspects and ensuring high-quality software solutions. While both positions involve technical leadership, code quality assurance, and team mentoring, the Lead Software Engineer additionally takes a more hands-on role in coding, setting standards, and driving project management aspects including timelines and resources. Both roles require staying updated on industry trends, fostering innovation, and maintaining clear communication with various stakeholders to align software projects with business goals. These roles demand a strong blend of technical expertise, leadership skills, and the ability to resolve complex problems effectively.

Percentage of time devoted to the project: 20%

**Lead Graphics and Marketing:** Our Graphics and Marketing Specialist is a pivotal part of our team, responsible for crafting captivating marketing materials for our innovative mobile apps. With a keen eye for design and a strategic mindset, they develop engaging graphics and marketing campaigns that drive user acquisition and retention. From concept to execution, they play a vital role in every stage of the marketing process, ensuring our apps stand out in the competitive market. Their expertise extends to assisting in the strategic launch of our mobile apps, leveraging their design and marketing prowess to maximize impact and reach. Their passion for blending artistry with strategy elevates our mobile app experiences and contributes significantly to our success in the industry.

Percentage of time devoted to the project: 20%

**Resume for Key Personnel**

Rob Beaty -

OCV, LLC - myocv.com

June 2013 - Present · 10 yrs 11 mos

- AWS Certified Solutions Architect Professional
- Systems Administration
- Web Development
- Serverless Infrastructure Deployment/Management
- Supervise Development of iOS and Android apps
- Supervise DevOps and Web Development
- Lead strategic planning for IT and Engineering

Information Technology Specialist V

Auburn University

Feb 2008 - May 2013 · 5 yrs 4 mos

- Linux and Solaris Administration
- RHEL 6 & Ubuntu 10.04, 12.04
- Solaris 10

Josh Carter-

[OCV, LLC](#)

[10 yrs 7 mos](#)

[Director Of Engineering](#)

[Apr 2021 - Present · 3 yrs 1 mo](#)

[Engineering Manager, Mobile Software](#)

[May 2016 - Apr 2021 · 5 yrs](#)

- Lead a team of developers to help create an app of high quality and to satisfy the client's specifications
- Lead development and implementation of new features to be used throughout all apps
- Coordinate and participate in the implementation, testing, and support of Android and iOS native applications
- Assist in testing all applications against software and hardware versions.
- Provide timely turnaround and documentation of bug fixes during test cycle.
- Involved in the hiring and training process
- Lead a team of developers to help create an app of high quality and to satisfy the client's specifications - Lead development and implementation of new features to be used throughout all apps - Coordinate and participate in the implementation, testing, and support of Android and iOS native applications - Assist in testing all applications against software and hardware versions. - Provide timely turnaround and documentation of bug fixes during test cycle.
- Involved in the hiring and training process More info at [www.myocv.com](http://www.myocv.com)

[Lead iOS Developer](#)

[Dec 2014 - May 2016 · 1 yr 6 mos](#)

- Lead a team of developers to help create an app of high quality and for the buyer's specifications
- Lead development and implementation of new features to be used throughout all apps
- Coordinate and participate in the implementation, testing, and support of iOS-based applications



- Assist in testing all applications against software and hardware versions.
- Provide timely turnaround and documentation of bug fixes during test cycle.

**Partial Client List**

Suffolk County Sheriff's Office  
Butte County Sheriff's Office  
Alachua Police Department  
Citrus County Sheriff's Office  
Lake County Sheriff's Office  
Sumter County Sheriff's Office

The following individuals would be willing to share their reference of our company:

- 1) Deputy Warden Scott Walsh  
Work: 631-219-3297  
Email: [scott.walsh@suffolkcountyny.gov](mailto:scott.walsh@suffolkcountyny.gov)
- 2) Justin Francis  
Health and Wellness Unit  
Work: (631) 852-3157  
Email: [JUSTIN.FRANCIS@SUFFOLKCOUNTYNY.GOV](mailto:JUSTIN.FRANCIS@SUFFOLKCOUNTYNY.GOV)

OCV, llc has built custom mobile applications for each of the above public safety agencies who have deployed them in their respective areas. OCV, llc provides the following services to them once the agency has launched their custom mobile application:

1. Annual maintenance and support commences on the first day after the agency accepts in writing the product for use.
2. Ensuring the Mobile Application is functioning properly at all times
3. Making all necessary repairs and software updates to ensure the proper functioning of the Mobile Application.
4. Responding to the agency's requests for service in a timely manner so that interruptions of service are resolved within three (3) business days. Resolutions that do not require an app update could take minutes to resolve while those that require a store update with Apple & Google could take days.
5. Contractor provides 24-hour customer support ticket monitoring, whereby Contractor prioritizes incoming inquiries by level of severity and provides 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.
6. Client success through quarterly app reviews and meetings with OCV, LLC Communications Strategists.

### Implementation Services

During the Implementation phase of the project, Contractor will:

1. Conduct a kick-off meeting which may be conducted onsite or through a conference call as agreed upon with the City of Ocala to initiate the various activities described in this Agreement.
2. Facilitate an introduction of individuals from the City of Ocala and Contractor who will be involved in the Mobile Application project and a review of roles and responsibilities of both Parties.
3. Facilitate a discussion of the City of Ocala's needs and expectations.
4. Facilitate a discussion on how to meet the established deadlines for developing and completing a functioning Mobile Application.
5. Define any critical business schedules or deployment considerations that might impact the Mobile App deadlines contained herein.
6. Identify points of contact for technical and administrative activity, email, mobile telephone, as well as after-hours contact guidelines for Contractor and any third party vendors.

### Deliverables:

Contractor shall provide the City of Ocala with the following Deliverables:

1. OCV, LLC plans to build a native mobile application for both iOS and Android platforms for the the City of Ocala that will include the following functionality:
  - **Notification Channels** Ability for the app to send push notifications to the user. The City of Ocala can choose to use notification channels that the user can opt in or out of on their device.
  - **User Access** Ability for users to access wellness resources 24 hours a day, 7 days a week. Apps are designed for the user to be able to access resources when they feel the need.
  - **My Plan** Feature that includes duty lists, Emergency Information that is fillable by the user, Crisis Plan and Psychological first aid kit
  - **Get Help Now** Feature with contacts to national and local resources where users can obtain immediate assistance.
  - **Self-Assessments** Evidence-based screening tools developed in partnership with Mental Health America. Assessments include a Depression Screen, Anxiety Screen, Bipolar Screen, PTSD Screen, Eating Disorder Screen, Addiction Screen.
  - **Local Resources** feature that will allow the City of Ocala to add personalized department specific and community partners specific resources.
  - **FAQ** area that will answer generalized questions about different medical and support care services.
  - **Video Resources** to access and utilize meditation and mindfulness resources
  - **Healthy Living** feature with nutrition advice, reminders and checklists.

- **Family Peer Support Resource** Suicide, Recovery, and Therapy treatment and resources
  - **App Usage Analytics** Through the control panel, our analytics will tell the administrators of the app how many total downloads of there are of the app, how many times the app has been opened over a period of time, how many times a feature has been open over a period of time, and which devices and platforms the users are accessing the app from.
  
  - **Mental Health Crisis Plan** Feature includes a Psychological First Aid Kit, Crisis Plan for Support Services, and further video sleep, breathing, suicide and stress resources.
  - **Do it Yourself Tools** Proprietary Mental Health America mental health resources
    - Subject to change based on clients needs.
- 
2. The Public Safety Advisor and City of Ocala staff will discuss Configuration Requirements that detail each of the features of the Mobile Application. This will include a discussion of iOS and Android App store requirements if the City of Ocala does not already have an app store. The City of Ocala will need to establish an appstore for both platforms prior to OCV, LLC beginning the build of the mobile application.
  3. OCV, LLC will provide a mock up that details all the proposed features of the Mobile Application. (See attached mock up main screen and supporting screens as an example of what will be provided to the City of Ocala).
  4. Bi-Weekly status reports that summarize the work completed by the Contractor. These reports will be used to measure the efficiency, progress, performance and quality of the Mobile Application.
  5. An information gathering, build time and test period of a time less than 6 months.
  6. User Acceptance Test Plan that will be used to validate installation, any enhancements of the Mobile Application, and any updates.
  7. A User Training Plan for administrators and regular users and staff training prior to going live.
  8. A Closeout Notification Email that will contain a summary of the Deliverables described in this section provided by the Contractor to the City of Ocala for final acceptance of the project.

**Review and Testing Milestones**

Contractor shall:

1. Confirm installation and configuration by reviewing the Mobile Application on iOS devices and multiple brands of Android devices.
2. Conduct user acceptance testing by reviewing the executed User Acceptance Test Plan and its results.
3. Use the User Acceptance Test Plan to demonstrate to the City of Ocala that the configurations were implemented correctly, and that the Devices and software are functioning and performing properly.
4. Provide the City of Ocala with detailed user guides that explain all the features and functions of the Mobile Application software configured and installed for the project.

**Training**

Contractor shall:

1. Provide training with staff identified by the city of Ocala to participate in training for the software prior to going live. Ongoing training is included as part of the annual maintenance fee.
2. The provided training shall cover all functions and features of the devices and the Mobile Application.

**Annual Support**

Contractor shall provide ongoing annual support for the Mobile Application, including:

1. Annual maintenance and support commences on the first day after the City of Ocala accepts in writing the product for use.
2. Ensuring the Mobile Application is functioning properly at all times.
3. Making all necessary repairs and software updates to ensure the proper functioning of the Mobile Application.
4. Responding to the City of Ocala requests for service in a timely manner so that interruptions of service are resolved within three (3) business days. Resolutions that do not require an app update could take minutes to resolve while those that require a store update with Apple & Google could take days.
5. Contractor provides 24-hour customer support ticket monitoring, whereby Contractor prioritizes incoming inquiries by level of severity and provides 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.

**Project Management, Process and Response timesf**

OCV, LLC App development process is managed by our Project Management team. This team is responsible for managing project timelines, benchmarks, and review processes during the development process. The project managers measure development status and updates via Clubhouse software. Project managers communicate with both the client and communications strategist to gather information and assist with information dissemination to the developers and engineers building the app.

OCV, LLC response time to project status updates are generally within one to three business days.

# City of Ocala Police and Fire Department - FL - Wellness

Ocala Police Department - FL

**Brittany Craven**  
bcraven@ocalafl.gov  
352-629-8544

Reference: 20240424-160307425  
Quote created: April 24, 2024  
Quote expires: September 20, 2024  
Quote created by: Anthony Seguin  
Public Safety Advisor  
aseguin@myocv.com  
+13528779796

Comments from Anthony Seguin

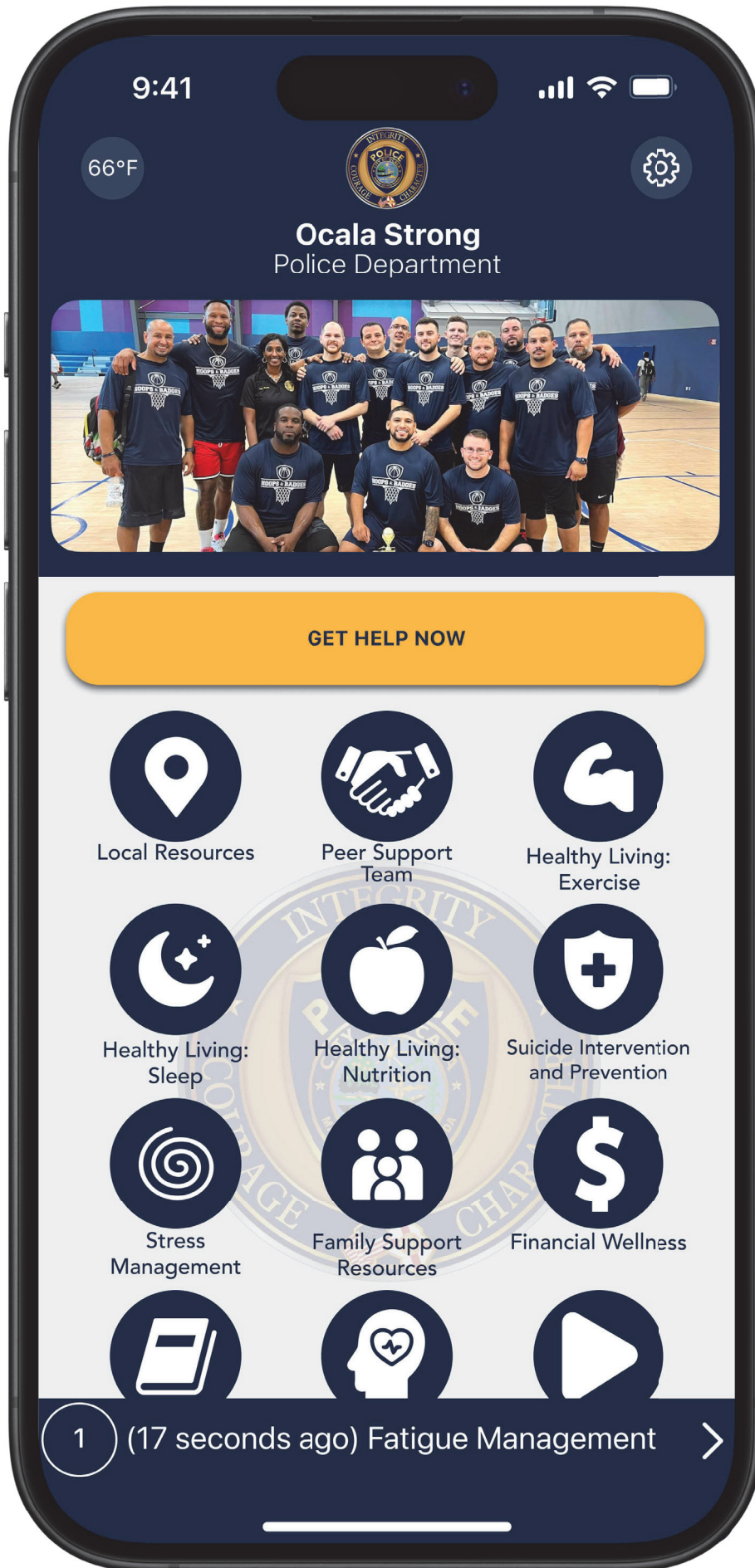
## Products & Services

Item & Description	Quantity	Unit Price	Total
Wellness Setup Fee	1	\$18,000.00	\$18,000.00
Wellness Annual Support & Maintenance	1	\$13,000.00 / year	\$13,000.00 / year
Annual subtotal			\$13,000.00
One-time subtotal			\$18,000.00
Multi Product Cornerstone			(\$11,780.00) 38% discount
<b>Total</b>			<b>\$19,220.00</b>









## Certificate Of Completion

Envelope Id: 631FAEA6-947E-4997-9ECC-1B4290FD2436

Status: Completed

Subject: SIGNATURE - REVISED - First Responder Wellness & Mental Health Application Development (OPD/240443)

Source Envelope:

Document Pages: 34

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

## Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

11/14/2024 12:28:31 PM

plewis@ocalafl.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

## Signer Events

### Signature

### Timestamp

Kevin Cummings

kcummings@myocv.com

CRO / Partner

Security Level: Email, Account Authentication (None)

Signed by:

AA95F099140440A...

Signature Adoption: Pre-selected Style

Using IP Address: 162.218.252.58

Sent: 11/14/2024 12:32:31 PM

Resent: 1/17/2025 10:54:39 AM

Viewed: 1/21/2025 11:29:17 AM

Signed: 1/21/2025 11:30:00 AM

### Electronic Record and Signature Disclosure:

Accepted: 1/21/2025 11:29:17 AM

ID: 73495a47-b85e-497b-9144-425dc81c12f3

William E. Sexton, Esq.

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

Signed by:

B07DCFC4E86E429...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 1/21/2025 11:30:02 AM

Viewed: 1/22/2025 9:40:53 AM

Signed: 1/22/2025 9:41:54 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

5BB28E162F2E4C2...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 1/22/2025 9:41:56 AM

Viewed: 1/31/2025 4:58:09 PM

Signed: 1/31/2025 4:58:25 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Angel B. Jacobs

ajacobs@ocalafl.org

City Clerk

Security Level: Email, Account Authentication (None)

Signed by:

8DB3574C28E54A5...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 1/31/2025 4:58:27 PM

Viewed: 2/3/2025 8:34:30 AM

Signed: 2/3/2025 8:34:53 AM

### Electronic Record and Signature Disclosure:

Accepted: 2/3/2025 8:34:30 AM

ID: 683c5540-e99f-48e6-9e76-4f8e1937c83f

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	11/14/2024 12:32:31 PM
Envelope Updated	Security Checked	1/9/2025 3:58:02 PM
Envelope Updated	Security Checked	1/9/2025 3:58:02 PM
Envelope Updated	Security Checked	1/9/2025 3:58:02 PM
Envelope Updated	Security Checked	1/9/2025 3:58:02 PM
Envelope Updated	Security Checked	1/9/2025 3:58:02 PM
Envelope Updated	Security Checked	1/17/2025 10:54:37 AM
Envelope Updated	Security Checked	1/17/2025 10:54:37 AM
Envelope Updated	Security Checked	1/17/2025 10:54:37 AM
Certified Delivered	Security Checked	2/3/2025 8:34:30 AM
Signing Complete	Security Checked	2/3/2025 8:34:53 AM
Completed	Security Checked	2/3/2025 8:34:53 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@ocalafl.org](mailto:contracts@ocalafl.org)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@ocalafl.org](mailto:contracts@ocalafl.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.